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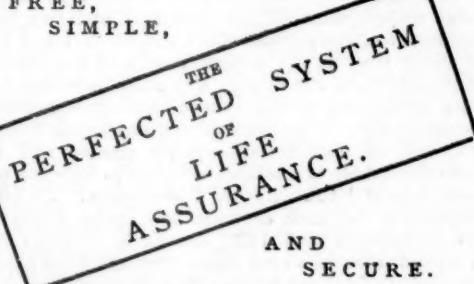
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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

NEITHER DIVISION of the Court of Appeal is expected to sit on Saturday, the first day of the Hilary Sittings; nor, so far as we can learn, are any of the judges of the Queen's Bench Division likely to sit on that day. In the Chancery Division, on the other hand, it is certain that two, and probably all, of the learned judges will put in an appearance on the first day.

THE ARRANGEMENTS of the Court of Appeal for the Hilary Sittings are as follow:—In Court No. I., on Monday, the 13th of January, and on every Monday, interlocutory appeals will be taken. On Friday, the 17th, and every Friday, Bankruptcy appeals will be taken. Final appeals and new trial motions in alternate weeks, beginning with new trial motions on January 13, and final appeals on Mondays and Fridays to make up a day's paper. Any notice as to the hearing of Admiralty appeals with assessors will appear in the daily cause list.

IN APPEAL COURT NO. II. interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken on Monday, the 13th of January, and on every succeeding Wednesday throughout the sittings. Final appeals from these divisions will be taken on all other days. Appeals from the Counties Palatine of Lancaster and Durham will be taken on the 16th of January, the 6th of February, and the 5th of March. Should the Chancery appeals be exhausted, the arrangements above specified are liable to be modified.

THE CASES in the list before Mr. Justice VAUGHAN WILLIAMS are 59 in number. The list of Probate actions and Matrimonial causes comprises 6 cases part heard and 192 undefended divorce cases, including 27 which are to be tried with common juries. The defended Divorce cases number 83, of which 14 are to be tried with special juries. There are, moreover, 60 cases standing over, which may, on ten days' notice, be replaced in the list. The Admiralty actions are 49 in number.

UP TO and inclusive of the 7th of January, 1896, there are 588 actions entered for trial in the Queen's Bench Division, of which 332 are to be tried with juries, and 230 without juries. There are 16 Commercial cases in the special list for the Commercial Court, and 10 actions set down under Order 14. The total number of actions set down in this division is 588, as compared with 543 at the Michaelmas Sittings, 1895. The special paper contains 237 cases for argument, of which 171 form the Crown paper.

WE PRINT elsewhere the Bill "to simplify the title to and the transfer of land," which has been drafted by Mr. WOLSTENHOLME, assisted by Mr. B. L. CHERRY, on the instructions of the Council of the Incorporated Law Society; and we give an outline of its main provisions by way of opening up discussion. The scheme is certainly an ingenious one, and has, at all events, the merit, claimed by the prefatory memorandum, that no new principle or rule of law is introduced, while much technical law will be rendered obsolete. As stated elsewhere, our present impression is that the scheme will work. In course of time it will, doubtless, simplify titles to, and facilitate the transfer of, land; while at the same time it will keep the conduct of such transfer in the hands of solicitors. There will not be much enthusiasm among them about the Register of Cautions and Inhibitions proposed to be established; but in considering the Bill it is essential to bear in mind that, if there is to be a change in land transfer, the scheme is the only reasonably practicable alternative to the proposals for registration of title.

WE HAVE often complained in these columns of the light-hearted manner in which the House of Commons makes rates or taxes payable by a landowner a charge on the property itself. It cannot be stated too clearly or too often that every charge imposed on land causes difficulty, delay, and expense on a sale of the land, as it is necessary to satisfy the intending purchaser that the charge has been paid off. A somewhat flagrant example of the mischief of charging a tax on land is afforded by the Finance Act, 1894. The difficulty will appear more readily by an example. The tenant for life of real estate dies. The real estate is valued for the purpose of duty at £50,000, so that duty is chargeable at the rate of £4 10s. per cent. The new owner of the land pays duty at this rate, and then puts up the property for sale. The purchaser makes the usual requisition for the production of the receipts for all death duties. When the receipt for the estate duty is produced, he points out with truth that it is possibly insufficient, for when probate of the will of the deceased tenant for life is taken out, the value of his personal property will have to be aggregated, so that additional estate duty may have to be paid in respect of the land. It will be observed that the provisions of section 11 do not render it compulsory on the commissioners to give a certificate of discharge. The result is that in some cases the provisions to which we have referred will render land absolutely unsaleable until the accounts of the personal estate of the tenant for life have been taken.

OUR ATTENTION has recently been directed to a defect in practice which is the cause of considerable inconvenience, and for which we do not think it would be difficult to prescribe a remedy. It happens not infrequently that upon the hearing of a petition in the Chancery Division the court directs inquiries which have to be worked out in Chambers. Now, in such case no difficulty occurs if all the parties who are named as respondents to the petition appear at the hearing. The summons to proceed on the order, and subsequent proceedings, are served on the solicitors in the ordinary way. But if (and the case is not uncommon) a respondent does not appear at the hearing, what course is open to the petitioner so as to enable him to bind such respondent by the subsequent proceedings? At first sight it might be supposed that it was sufficient to serve any summons or notice addressed to the respondent by filing under the provisions of ord. 67 r. 4. A very slight consideration of that rule, however, will be sufficient to show that such a course is not open to the petitioner. The essence of the rule to which we have referred is that there has been default of appearance by the party to be bound, that is, that there has been no formal entry of appearance in the Central Office. No practitioner needs to be told that to a petition no such appearance is required, or indeed can be entered. There being therefore no such default of appearance as we have shewn is necessary for the operation of ord. 67 r. 4, the very useful provisions of that rule are not available in the case we have supposed; and the petitioner is left to the costly and clumsy process of personal service on the respondent of every application subsequent to the order made

on the petition. We cannot think that it would be difficult to frame a rule requiring a respondent to an originating petition to enter a formal appearance before he can be heard. In that case the difficulties to which we have been calling attention could not occur, and the practice would be brought into line with that which obtains in the case of proceedings commenced by writ or originating summons. We commend this suggestion to those who are engaged on the revision of the rules of the Supreme Court with which we have so long been threatened; respectfully assuring them that attention to such practical defects in our existing procedure will entitle them to more gratitude from the profession than any scheme involving us in new methods and untried practice.

REFERENCE to the work of the revisers induces us to ask when the result of their labours is to be made public—a result awaited with some anxiety and more apprehension. We sincerely trust that we may be taking too gloomy a view, but we confess to grave forebodings that a task of such proportions will prove to have been performed in an unsatisfactory manner, not from want of industry or lack of zeal (defects which cannot justly be imputed to those engaged in it), but simply from want of practical acquaintance with details—the great qualification, as we venture to think, for dealing with a matter of which detail is the very essence. It would be lamentable indeed if, as the outcome of protracted and zealous labours, we should find ourselves in the near future face to face with a new code bearing the impress of the fads and fancies of theorists, rather than the sober reasoning and matured experience of practical men. For the moment, however, we are not so much concerned to know *how* as to enquire *when* these things are to come to pass. Not that we deprecate delay. On the contrary, were it to be decided that the new code might appropriately usher in the next century, or, better still, the year 2000, we should view the situation with entire complacency; nor do we think that the interests of the suitors would suffer. But, as it appears to be conceded on all hands that the stress and turmoil which the revised code will unquestionably entail must be faced some time during the present year, the sooner the floodgates are opened the better. Delay until after Easter would be serious. We all know that the period from Easter to the Long Vacation (the end of which oft-threatened institution is not yet, let solicitors in provincial meeting charm never so wisely) is that which produces the greatest strain on all concerned with the administration of justice. Is it reasonable to expect that the learned members of the Rule Committee, fagged and jaded by judicial duties, performed too often in weather which makes work a mere weariness of the flesh, will be able to devote sufficient time to the due consideration of the criticisms and suggestions with regard to the new procedure which will be showered upon them? Is it likely that at the busiest season of the legal year the various officials of the courts, who must have the best opportunities for forming correct opinions as to the probable effect of proposed changes in the work carried on in their various departments, will be able to thoroughly master and thoroughly criticize the details of a scheme which is to take the place of our present code of 1,100 rules, or thereabouts? Yet without such consideration and such criticism the useful provisions of the Rules Publication Act, 1893, are likely to prove little better than a dead-letter in a case where they are more necessary than in any task undertaken by the Rule Committee of recent years. And so, sirs, we pray you, of your mercy let us straightway know our fate!

THERE HAVE recently appeared, particularly in foreign newspapers, articles and letters which either assume or endeavour to prove that British suzerainty over the Transvaal is at an end. These are based on different theories. First, it is alleged that no suzerainty is established by the Convention of London of 1884. The word "suzerainty" does not occur in that Convention, therefore, it is said, the suzerainty established by the Convention of Pretoria of 1881 was abrogated. And, secondly, while it is admitted that the suzerainty was retained under the Convention of 1884, it is contended that the recent violation of Transvaal terri-

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tory has abrogated the Convention and restored the Transvaal to its former independence. As to the first theory, it is sufficient to point out, in the first place, that the preamble of the Convention of 1881 was left untouched by the Convention of 1884. Only new *articles* were substituted. That this is a material argument may be seen from the fact that only in the 1881 preamble (not in the articles) is the self-government of the Transvaal guaranteed. The suzerainty is also established in the 1881 preamble. If, therefore, the preamble is to go, Transvaal self-government goes as well as our suzerainty. In the next place, the constant practice and the unvarying interpretation put upon the 1884 Convention by both Governments has been that the suzerainty continued. No State or person has ever challenged the public statements on this subject by responsible Ministers for the last eleven years, and it is rather late in the day to do so now. As to the second theory, it is easy to shew that if the British Government are not responsible for Dr. JAMESON's expedition, then no breach of the Convention can be laid at their doors. Mr. CHAMBERLAIN went to extreme lengths in repudiating Dr. JAMESON's action, and the Boer Government officially describes Dr. JAMESON as a freebooter and a marauder. No Government is responsible for freebooters and marauders. And this leads to the last consideration. If the British Government be responsible, and the 1884 Convention is at an end, what would follow? Not by any means—if rules of international law must be cited—the independence of the Boers, but the restoration of the *status quo*, which in that case was the direct British sovereignty over the Transvaal Province, as it was called until 1881.

IN CONNECTION with the recent address of the Lord Chief Justice on legal education, the current number of the *Law Quarterly Review* contains some interesting suggestions as to the proper arrangement of legal studies. A memorandum on law teaching in the universities, prepared by Professor GOUDY, of Oxford, which has the general assent of the professors and readers in the Faculty of Law there, insists on the distinction between theoretical and practical training. At present, it is said, the distinction is not observed, and hence a student "acquires his knowledge in an unsystematic and piecemeal fashion, and begins his professional work under great disadvantages." The proposal is that three years should first be given to theoretical training, the first year being devoted to Roman law and jurisprudence; the second to the history of English real property law, common law, and international law; and the third to constitutional law, equity, and criminal law; stress, however, being laid principally upon Roman law, jurisprudence, history of English law, and constitutional law. There would be an examination in the above subjects for a degree. For practical training it is suggested that the student should spend two years in a barrister's chambers or in a solicitor's office, as the case may be. He might then be examined by the Inns of Court or the Incorporated Law Society in practice, conveyancing, and also—more thoroughly than at his first examination—in common law and equity. Similar proposals are made by Sir FREDERICK POLLOCK in some notes entitled "Suggested Basis for a Scheme of Legal Education," with reference specially to the proposed Inns of Court Law School. The law school is to provide a course of instruction and examination in law, so far as it can be learnt through books, lectures, and catechetical discussion; but the degree or certificate to be given on satisfactorily passing an examination is not alone to be a title for call to the Bar. The Inns of Court, through the law school, should provide a further test of a more practical kind (not necessarily or preferably by examination), which would be required in addition to the passing of the theoretical examination, in order to qualify for the Bar. Sir FREDERICK POLLOCK very properly advocates that the Incorporated Law Society should co-operate in the formation of the Law School and be represented on its directing body, so that the course of theoretical study might be made available for both branches of the profession. The society would, like the Inns of Court, make such independent provision of its own for further practical qualification as it thought fit. Of course, this

separation between theoretical and practical training is very desirable, but in the case of solicitors it cannot at present be said that it is practicable. Professor GOUDY observes that the cost of university education is now so moderate, and the wealth of the middle classes so much increased, that it may well be a question whether a university degree should not be insisted on, as is done in France and Germany, in every case. At any rate, he adds, this might be done if a teaching university with an efficient Faculty of Law were created in London, or—which comes to the same thing—if the proposed Inns of Court Law School is established. We fear, however, that, under present conditions, this three years' preparatory reading must for a large proportion of articled clerks be regarded as no more than a counsel of perfection.

WE HAVE also received a pamphlet on "The Teaching of English Law at Universities," by Mr. THAYER (Weld Professor of Law at Harvard). It originally formed the subject of an address read at Detroit on the 27th of August by Professor THAYER as chairman of the Section on Legal Education of the American Bar Association. The professor remarks: "We in America have carried legal education much farther than it has gone in England. There the systematic teaching of law in schools is but faintly developed. Here it is elaborate, widely favoured, rapidly extending." Again, as to text-books, he says: "There are many useful handbooks for office use and reference and some excellent ones. But the number of really good English law treatises—good, I mean, when measured by a high standard—is very few indeed. They improve; and yet to a great extent to-day, the writers and publishers of law books are abusing the confidence of the profession and practising upon its necessities." Is this not too strong? At the risk of being called thoroughly unscientific lawyers, we have no hesitation in saying that we would rather have and know one of these useful handbooks, say Shelford's Real Property Statutes, than ten Yorke Prize Essays. As to the method of carrying on the law schools, the professor thinks that the task of the instructors—who are to devote their whole time to the work—should be limited to two or three subjects at most, which should be nearly related; and "that the pupils also shall give all their time to the work of legal study while they are about it. There is more than enough in the careful preliminary study of the law to occupy three full years of an able and thoroughly-trained young man. It is, I think, a delusion to suppose that this precious seed time can profitably be employed in any degree in attendance upon the courts or in apprenticeship in an office. I do not speak of an occasional excursion into these regions. . . . I speak only of systematic attempts to combine attendance at law schools with office work and with watching the courts. The time for all that comes later, or, perhaps, in some cases, before." This is certainly carrying the professional view to a great length.

IN A FINAL letter to the *Times* Mr. PITTR-LEWIS, Q.C., sums up the results of the correspondence which has been going on during the vacation. He correctly insists that the causes of the recent block of legal business were exceptional, and not permanent in their nature. They were to be found in the simultaneous occurrence of an abnormal amount of illness among the judges, and in the exceptional demands upon judicial time owing chiefly to the hearing of election petitions. Apart from these special circumstances, it is probable that the duties of the judges might be so arranged as to enable the work of the Queen's Bench Division to be efficiently dealt with. But special circumstances are always liable to occur, and hence there should be available an arrangement for preventing the work of the courts from being interfered with. The arrangement which Mr. PITTR-LEWIS has suggested, and to which in his latest letter he recurs, involves the division each year of the judges of the Queen's Bench Division into two lists as nearly as possible equal in numbers, one of which should be the list for London and the other the list for the provinces. Each list, it is proposed, should be kept up throughout the working year to its full strength by the appointment, whenever necessary, of special commissioners. But, to avoid the inconveniences incident to the employment of

commissioners in London, the London list would, in the first instance, be supplemented from the provincial list, and a commissioner would take the place of the judge thus summoned to London. Probably there would be no difficulty in finding a sufficient number of competent men who would undertake to act as commissioners in case of being called upon, and it would be reasonable that appointment as special commissioner should be treated as preparatory to elevation to the bench; but it may be questioned whether judges in the provincial list ought to be liable to be summoned back to London in the middle of a circuit. Such a system would be inconvenient to the judges, and would tend to disarrange circuit work. The appointment of commissioners for the assizes should in itself bring sufficient relief to the London lists without any arrangement for hurrying judges about the country such as Mr. Pitt-Lewis suggests. Moreover, it is always possible to save judicial time by arranging the circuits to suit the present requirements of business.

THE INCORPORATED LAW SOCIETY'S LAND TRANSFER BILL.

The proposals of the Council of the Incorporated Law Society for simplifying investigation of title and the transfer of land have now been formulated in a Bill which is to be known as the Conveyancing Act, 1896. The object of the Bill, as the prefatory memorandum states, is to make the title to land approximate as nearly as circumstances permit to the title to stock, and to obtain the same advantages as would be secured under as good a system of registration of title as can be devised, without the disadvantages incidental to registration. And in order to enable the profession and the public to decide which is the better—a system of registration of title, or the system proposed by the Conveyancing Bill—Messrs. WOLSTENHOLME and CHERRY have prepared a pamphlet* in which the two systems are clearly explained and contrasted.

The central idea of the Bill is that the entire fee shall always be vested in the owner for the time being, and upon a sale by him it is this entire fee that he must pass to the purchaser. Equitable interests are to prevail only against the owner upon whose estate they are grafted, and the land will be free from them in the hands of the purchaser. Upon the death of the owner the land will devolve upon a real representative, who is to have powers corresponding to those of a personal representative in respect of leaseholds. If necessary, the land can be sold for payment of debts; but otherwise it will be the duty of the real representative to convey the land to the person entitled to the immediate beneficial enjoyment of it. Equitable interests, including mortgages where the mortgagee does not get the legal estate, are to be protected, where the equitable owner thinks fit, by a system of cautions and inhibitions. The only legal interests which can be created, short of the legal fee, are terms of years absolute, and rents, easements, &c., in fee, or for a term absolute. The draftsmen of the Bill claim that the result will be to reduce the number of documents which will appear upon an abstract of title, and to render evidence of pedigree unnecessary. Apart from the inferior legal interests just mentioned, the abstract will consist of a series of transfers of the absolute interest, varied only by devolutions upon a real representative. The fact of such devolution will be proved by the probate of the will or the grant of letters of administration. Beyond these matters the purchaser will only have to search the register for cautions and inhibitions, and, if the register is clear, he need not concern himself with any inquiries as to equitable interests.

Such is a brief outline of the scheme of the Bill. To take its provisions more in detail, clause 3 establishes a distinction between "estates," "fiduciary rights," and "paramount interests." "Estate" means an estate in fee simple or a term of years absolute, whether legal or equitable. It includes, for example, the interest of a mortgagor entitled in fee subject to a legal mortgage. And "estate-owner" means the person in whom an estate is vested. "Paramount interest" includes (1) an estate,

rent, easement, or right, which in its origin has priority over the estate of the estate-owner, and subject to which he holds his estate; (2) the estate or right in respect of occupation of every actual occupier of the land; and (3) existing interests which may be excepted out of the operation of the Act. "Fiduciary right" is defined negatively to include every interest in land which is not an estate or a paramount interest. It includes, therefore, the great bulk of equitable interests.

Clause 4 deals with the transfer and creation of estates. An estate can only be dealt with by the transfer of the whole estate, or by the creation thereof out of a term of years, a rent-charge, or an easement, or other similar right or privilege. By clause 5 fiduciary rights are to be deemed equitable interests in an estate, and are to be created and transferred in like manner as equitable interests in land. But they will be capable of being enforced only against the estate-owner who has been constituted trustee to give effect to such rights, and are not to be enforced against a purchaser, whether with or without notice.

So far the Bill has defined "estates," and has made "fiduciary rights"—i.e., all equitable interests less than the equitable fee—subordinate to the estate. Clause 6 goes on to confer upon the estate-owner the amplest power of disposition. An estate-owner will have absolute power to dispose of his estate, subject only to the paramount interests (if any), and to the express provisions of the Act restrictive of his power of disposition. This restriction refers to the case of settlements presently to be mentioned. And a disposition by an estate-owner in favour of a purchaser passes to the purchaser the estate disposed of, subject to the paramount interests (if any), but discharged from all other estates, &c., and from all fiduciary rights. The concluding words of this provision are of great importance: "And the purchaser, whether having notice or not of any such other estates, liabilities, rights, or claims, or of any fiduciary rights, shall hold the estate disposed of to him freed from such other estates, liabilities, rights, or claims, or fiduciary rights, whether the disposition appear to be rightfully made or not." Thus fiduciary rights are placed entirely at the mercy of the "estate-owner," subject only to the special provision subsequently made for settlements, and to the provisions for the registration of cautions and inhibitions.

In accordance with what has been already stated as the main principle of this Bill, a settlement of land is not to interfere with the power of the owner for the time being to dispose of the legal fee, and this power, indeed, he already has under the Settled Land Acts. In a settlement made under the scheme now proposed the legal fee will be vested in the first beneficial owner, but there will be trustees of the settlement for the purpose of the Settled Land Acts, and the effect of the settlement will be to restrain the legal owner from disposing of the land except in manner authorized by these Acts. Thus, clause 9 provides that a settlement of an estate shall be made only by means of a declaration of trust, which may or may not be contained in the instrument disposing of the estate; and the successive interests arising under the settlement will take effect as fiduciary rights only. But whether the instrument of disposition does or does not contain the declaration of trust, it will contain the appointment of trustees for the purposes of the Settled Land Acts, and this will be sufficient notice to a purchaser that the estate-owner can sell only under the Acts. This restraint on disposition, however, is to last only during the life of the estate-owner. On his death the estate will devolve on his real representative, who will make provision for discharging out of it all duties and other liabilities, and, subject thereto, will hold the estate upon trust to dispose of the same to the next person entitled under the settlement. If such person is a limited owner, the disposition of the "estate" to him will name trustees for the purposes of the Settled Land Acts, and so the protection of "fiduciary rights" under the settlement will be preserved. Existing settlements are to be made to conform to the proposed system by enlarging the estate of the owner in possession into the legal fee (clause 11).

Clause 13 deals with the "real representative." Ordinarily he is to be the executor or administrator of the deceased person, but this is not obligatory, and a testator will be able to appoint a special real representative. All real estate (including "estates," fiduciary rights, and those chattels real which are not estates)

* "Observations on Land Transfer and the Conveyancing Bill, 1896." By Edward Parker Wolstenholme, M.A., and Benjamin Lennard Cherry, LL.B., Barristers. Printed by Spottiswoode & Co.

will devolve upon the real representative, and he will be placed in exactly the same position with regard to real estate as a personal representative now holds with regard to chattels real. Subject to the requirements arising out of the administration of the estate of the deceased, it will be the duty of the real representative to transfer the real estate to the persons entitled to it; but this must be done by deed. A mere assent is not to be effectual to vest the estate in the heir or devisee. This is in accordance with the principle of the Bill, that all matters involving [special evidence] are to be kept off abstracts. The abstract will contain only transfers of the whole estate (subject to terms and easements) and probates or grants of administration. Any matters of pedigree will be investigated only between a real representative or trustee and the persons who claim to be beneficially entitled.

Clauses 14 to 26 are occupied with the subject of cautions and inhibitions. Apart from the restraint on disposition imposed by the appointment of trustees for the purposes of the Settled Land Acts, these will form the only protection of equitable interests. The register of cautions and inhibitions is to be kept at the office of the Land Registry. Any person may lodge a caution requiring notice of any intended disposition of the land referred to therein. The caution will be placed upon the register, and intending purchasers will search this register in the same way as they now search the register of *lis pendens*. Provision is made for the establishment of district registries (clause 27). Until, therefore, the caution is vacated, it will effectually prevent any dealing with the land save with the assent of the cautioner, but a caution lodged without reasonable cause will render the cautioner liable to pay compensation for all injury sustained and costs incurred. At the same time a caution will be simply a preliminary measure. If notice is received by the cautioner of an intended dealing with the land, the caution will be vacated at the end of fourteen days from the receipt of the notice, and the cautioner, if he wishes the restraint to be continued, must apply to the court for an inhibition, which will then be lodged with the registrar in place of the caution. Every disposition of the land while a caution or inhibition remains in force will take effect subject to the interest of the cautioner or inhibitor. The register of cautions and inhibitions will be searched by the officials of the Land Registry on application made in that behalf, and a certificate furnished which will be conclusive in favour of a purchaser.

Clause 29 (x) expressly preserves the operation of the Statute of Limitations, and it is claimed ("Observations," p. 22) that the effect of enlarging all estates in possession into the fee simple will be to create a good title in an adverse possessor at the end of twelve years. All interests other than that of the owner in possession will be equitable only, and it is assumed that these will be barred as soon as the legal estate on which they depend is barred. Probably this is so, but the point is not free from doubt.

The only other provision it is necessary at present to notice is contained in clause 34. A disposition of land in favour of a purchaser shall, it is proposed, vest the estate in the purchaser free from all claims on the part of the Crown to estate duty, succession duty, and other death duties, and generally from all Crown claims which do not rank as paramount interests. The liability for duties will rest only upon the estate-owner making the disposition, and on the funds and other property derived under the disposition. It will materially assist the objects sought to be attained by the Bill if the Treasury can be induced to assent to this proposal.

A scheme involving such extensive changes will require, of course, very careful consideration. If found practicable, it will clearly shorten abstracts and facilitate transfers; and, in general, it appears to us that it will be found practicable. There seems to be no objection in principle to vesting the legal fee in the beneficial owner for the time being, making him a trustee for other persons entitled. The weak point in the Bill seems to lie in the insufficient protection of equitable interests, and especially the interests of second and subsequent mortgagees. The system of cautions would be effectual if extensively adopted; but the draftsmen of the Bill appear to think that it should only be resorted to for special reasons ("Observations," p. 31), where, for instance, there is reason to distrust the

"estate-owner," or where a second mortgagee anticipates fraud on the part of the mortgagor (*ibid.*, p. 15). But fraud is rarely anticipated, and it is against unsuspected fraud that equitable interests and incumbrances require to be protected. If the system of cautions is not suitable for general use, some further protection for equitable incumbrancers will probably have to be devised.

THE "COMPOUND SETTLEMENT."

II.

CONCERNING Mr. Justice STIRLING'S OWN REASON FOR RECOGNIZING A COMPOUND SETTLEMENT—THE CONTINUOUS EXISTENCE IN THE MARQUIS ERNEST OF A LIFE ESTATE, OR SERIES OF LIFE ESTATES—THE FOLLOWING OBSERVATIONS ARE OFFERED.

For that reason he included the deed of 1826, though he omitted that of 1837. The deed of 1837 was the first which limited a life estate—one in remainder—to the Marquis ERNEST; but it limited that estate in exercise of a general power contained in the deed of 1826. The limitations in the later deed took effect, he said, as if they were contained in the earlier one (41 W. R. 647; 1893, 2 Ch. 357). In that he used words employed by Lord ST. LEONARDS (Sug. Pow., 8th ed., p. 470), but an examination of the context in Lord ST. LEONARDS' great work will shew that, in the case of the exercise of a general power, the limitations contained in it only technically, and for some purposes dependent on technicality, operate in the manner above stated, and that the gift of a general power is tantamount to a conveyance in fee (*ibid.*); and that the limitations made in exercise of it operate for general purposes—as, for instance, with reference to the rule against perpetuities—from its exercise, and not from its creation. Hence, we think it follows that, for the purposes contemplated by the section of the Settled Land Act under consideration, a deed made in exercise of a general power must be considered as an independent conveyance, equivalent to one made by a tenant in fee. Having regard to the course of conveyancing practice during the period in which the doctrine of powers has grown, and to the legislation of which the Settled Land Acts are part, it is difficult to believe that another view of an appointment under a general power is tenable. The Conveyancing Act of 1881, s. 3, sub-section 3, makes an appointment a good root of title, and it would have started a practitioner of thirty years ago, who had taken a conveyance of land by appointment under a power contained in uses to bar dower limited to a prior owner, to be told that his purchaser would be entitled to the property under or by virtue of, not the appointment made in his own favour, but of the like appointment previously made in favour of his vendor; yet such was the purport of Mr. Justice STIRLING's last-mentioned doctrine, if, as seems to have been the case, he made the settlement of 1826, but not that of 1837, one of the constituents of his compound settlement. We do not see how, on the theory of a continuous series of life estates in the Marquis ERNEST, the inclusion of the deed of 1826 can be justified, except on principles which would include also the whole previous title.

As to the third deed, that of 1837—which appears to have been omitted from the class of constituents of the compound settlement—we have already shown why, upon the theory Mr. Justice STIRLING propounded, it ought, as it seems to us, to have been included in them. But that only brings us to an examination of the theory itself. The life estate the Marquis ERNEST took by virtue of the deeds of 1826 and 1837, or by virtue of the later of them alone, cannot have been identical with that to which he was entitled at the date of the settlement of 1885; for between 1837 and 1863 a disentailing deed was executed, and at the last-mentioned date the Marquis ERNEST had not succeeded to the possession of the property. It is, therefore, unlikely that in 1863 the life estate that the Marquis ERNEST took in 1837 can have been preserved, or that the deed can have purported to restore it. If so, his estate after 1863 was a different one, and was taken, not under and by virtue of the deeds of 1826 and 1837, or of one of them, but under or by virtue of that new disposition of the fee by persons who were masters of it, which was, we infer, made by the deed of 1863. In support of Mr. Justice STIRLING's recognition of identity in those successive life estates,

some decisions upon the effect of shifting clauses might perhaps be adduced (*Fazakerley v. Ford*, 4 Sim. 390; *Monyppenny v. Dering*, 2 De G. M. & G. 145), but we think that they would be found insufficient for the purpose, and that it is inaccurate to say that the Marquis ERNEST, who was entitled to a life estate by virtue of the deed of 1863, was also entitled to it by virtue of those of 1826 and 1837, or of one of them.

The question whether, after the settlement of 1885 and during the life of the Marquis ERNEST, a compound settlement formed of the deeds of 1863 and 1885 did not exist, was not *sub judice* in *Re Marquis of Ailesbury and Lord IVEAGH*, for at the date of the sale to Lord IVEAGH the Marquis ERNEST was dead, and his life estate was no longer one of those "for the time being limited . . . by way of succession." That circumstance would apparently have precluded Mr. Justice STIRLING from using the Marquis ERNEST's life estates, or any of them, for the purpose of binding several settlements into one, if he had relied on section 2, sub-section 1, only; for, to attain his end, he had resort to sub-section 4 for the purpose of making the moment of the execution of the deed of 1885 that at which the instrument or instruments under or by virtue of which the land stood limited, and had continued and would continue so to stand until another settlement should be executed; but did section 4 require not only that the moment of the execution of the settlement should be resorted to for the purpose of determining whether the land was settled land, but also that of determining by what instrument or instruments it was settled? If, upon Mr. Justice STIRLING's doctrine, a compound settlement may exist from the time at which the owner of a life estate, after the execution of the last of the series of instruments, first had a life estate limited to him, why should it continue after that tenant for life has died?

Mr. Justice STIRLING's reference to the policy of the Settled Land Acts as expounded by the House of Lords in *Bruce v. Marquis of Ailesbury* (1892, A. C. 356) does not, we think, need comment. He would not, we conceive, have relied on that as a justification for his decision if he had not thought it first justified by the definition of "settlement" contained in the Act. With reference, however, to his question during the argument, "Does anybody suffer any injury provided that proper trustees of the old instruments are appointed so as to protect the interests of all parties thereunder?" the case of *Walrond v. Rosslyn* (11 Ch. D. 640) should be considered. There JESSEL, M.R., held a jointress to be entitled to require capital money to be invested in the purchase of land: her bargain was to have a legal rent-charge.

Yet another point needs to be borne in mind when the matter is reconsidered. The 1st sub-section of section 2 of the Settled Land Act does not define the word "settlement," but only states what instrument or instruments constitute a settlement for the purposes of the Act. The conception of what a settlement is must be formed before the sub-section can be used. The word is one of various meanings, and of which consequently various definitions are to be found. For the purposes of the Settled Land Acts it plainly means a disposition of property by its owner or owners by virtue of which there exists a person who is a tenant for life in possession, or a person to whom those Acts give the powers of a tenant for life. In the case of a resettlement by a tenant for life and remainderman, the 1st sub-section of section 2 of the Act of 1882 seems to make it possible to regard during the life of that tenant for life the settlement under which he became entitled to that estate and the resettlement as either together a compound settlement of the whole fee or as two settlements; the resettlement having for its subject not the land, but an estate or interest in the land—the fee in remainder expectant on the determination of the life estate in possession. The language does not compel a choice, though justice and convenience may justify the court in making one. If, as we have ventured to suggest, the compound settlement must end with the life of the person who is tenant for life in possession at the date of the resettlement, the point seems to have no other importance than that concerning the technical constitution of the trustees to whom the money is payable. But that is one of the greatest moment to vendors and purchasers under the Acts. In every such case there arise the questions whether the trustees of the original

settlement have the same authority after the execution of a resettlement as they had before it was executed, or whether trustees of the compound settlement must be appointed to receive and give valid discharges for purchase-money, and, on the other hand, supposing trustees of the hypothetical compound settlement to have been appointed, whether the law recognizes any such settlement of which they can be trustees. These, as well as the other questions above discussed, are suggested, but left unanswered, by the case of *The Marquis of Ailesbury and Lord IVEAGH*.

A meaning may be found for "any instruments" in section 2, sub-section 1, of the Settled Land Act, 1882, without recognizing any such compound settlement as is above described. It is frequently necessary or expedient to use several instruments in order to make one settlement—that is to say, to make land, or an estate or interest in land, stand limited to or in trust for any persons by way of succession. Very recently a will and the Thellusson Act were held to have constituted a settlement for the purposes of the Settled Land Acts (*Vine v. Raleigh*, 44 W. R. 166; [1896] 1 Ch. 37).

REVIEWS.

BOOKS RECEIVED.

The Statutes of Practical Utility, arranged in Alphabetical and Chronological order, with Notes and Indexes. By J. M. LELY, Barrister-at-Law. Volume xiii. Containing a Table of Short and Popular Titles, a Table of Regnal Years and Chapters, and a General Index, in part analytical, compiled with the assistance of H. L. ORMSBY, Barrister-at-Law, and Addenda, &c., to the previous Volumes. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The New Matrimonial Code, entitled The Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict. c. 39), with Observations on the Sections, Notes of Decisions of the High Court relating to the subjects dealt with by the Act, and Forms applicable thereto. By J. ASHER FOYSTER, Solicitor, Clerk to the Justices of the County Borough of Salford. Meredith, Ray, & Littler, Manchester; Sweet & Maxwell (Limited).

CORRESPONDENCE.

ESTATE DUTY.

[To the Editor of the *Solicitors' Journal*.]

Sir.—The letter of your correspondent "Victim," on the Finance Act, 1894, in your issue of the 21st of December last, raises a very important question, and as it has at present remained unanswered (probably partly on account of the vacation), I should like, by your favour, to make some observations upon it.

The question raised is important; first, because it is of constant occurrence that on the death of a tenant for life some interest, absolute or contingent, in the reversion passes under his will; and, secondly, because it raises the wider question whether the duty leviable in respect of any property on any death can exceed the duty calculated on the capital value.

Taking the wider question, the first section of the Act imposes a duty to be levied and paid upon the principal value, to be ascertained as thereafter provided, of all property which passes on the death of a person. We have, therefore, first to ascertain the property passing on the death of a person, and then by the Act its principal value. Now, section 2 enacts that property passing on the death of the deceased shall be deemed to include four classes therein mentioned, three of them commencing with the word "property," the fourth specifying certain annuities or other interests. And it should be mentioned that by section 22 (1) ("property" includes real property and personal property, and the proceeds of sale thereof respectively, and any money or investment for the time being representing the proceeds of sale.) It appears, I think, quite contrary to section 1 of the Act that any property should be included more than once in "property passing on the death of the deceased," although it should come under more than one class specified in section 2. And one has only to consider one concrete case to see to what an absurdity the other contention would lead. Take the case of property settled on A. for life, remainder as A. should by will appoint, and in default (say) for B. for life, remainders over. In this case, on A.'s death the property falls within section 2 (1) (a) as being property of which by virtue of section 22 (2) (a) A. was competent to dispose, but it also falls within section 2 (1) (b), as being property in

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which the deceased had an interest ceasing on his death; but surely it could not be contended that duty was leviable on twice the principal value. I think that it should be strongly maintained that in no case can duty be levied on a larger amount than the principal value of the property; and this, it may be observed, is consistent (and no other contention is consistent) with section 7 (5), (6), (7), and (10).
Jan. 8. F. G.

SOLICITORS AND ARTICLED CLERKS AS VOLUNTEERS.

[To the Editor of the *Solicitors' Journal*.]

Sir.—Being unwilling to further trespass upon your space, I would allow issue to be joined in default of reply did I not fear that gentlemen willing to respond to my appeal may be misled by the letter from Mr. Graham Jones, who, in professing to comment on my former letter, appears to have lost sight of my object in his anxiety to bring forward the side issue, as to the lack of Volunteers in the commissioned ranks.

I cannot understand why anyone so interested in the Volunteer force as to endeavour to obtain recruits among the solicitors with whom he is brought into contact in business, should attempt to throw cold water upon my scheme by suggesting that solicitors cannot enrol as privates in a Volunteer regiment.

The idea that a professional man who gives his time and attention to the service of his country, without his money, which he can perhaps ill afford, suffers socially, is preposterous. Does Mr. Graham Jones really mean that a solicitor who is a private or noncommissioned officer in a Volunteer corps is on a lower social scale than another solicitor who has not sufficient patriotism to enrol in any capacity? In whose opinion, pray? Surely not in that of any person taking a *bond fide* interest in the defence and protection of our country; the opinion of other persons on the subject is not worth consideration.

With regard to the objection of principal and clerk being associated as equals in rank in a corps—an event not likely to be of frequent occurrence—I see nothing more incongruous in this than in the fact that I have served as a private, and am now serving as colour-sergeant, under officers who would not think of treating me otherwise than as their equal in professional or social intercourse, or in the fact that I consider myself at liberty to criticize Mr. Graham Jones' remarks in your columns, although I should, of course, treat him as my superior officer should I meet him on parade.

While taking exception to my allegation of the inadequate representation of our branch of the profession in the Volunteers, Mr. Graham Jones admits his inability to disprove it; and, in the face of such admission, proceeds to attempt to disprove it by the very method to which I stated in my former letter recourse would be unnecessary if my scheme receives the support for which I hope—that is to say, he produces his seven solicitors and my fair sprinkling as evidence of the sufficient representation of London solicitors and articled clerks in the force.

Having regard to the present critical state of our foreign relations, and to the certainty that, should unfortunately any more serious development occur, there will be a wave of patriotism, inducing large numbers of all classes, including members of our profession, to join the Volunteers, I consider the fulfilment of my idea to be doubly important, because the existence of one particular regiment known to comprise a large number of solicitors would in such an event serve as a guide to other members of the profession, and lead them to offer their services where they would secure the companionship of those with whom they are professionally connected.

33, Maida-vale, W., Jan. 7.

FREDK. I. JONES.

[To the Editor of the *Solicitors' Journal*.]

Sir.—I cannot agree with Mr. Graham Jones that solicitors lower their dignity by serving in the ranks as Volunteers. The question of class does away with the true spirit of volunteering, as it is intended that able-bodied men shall enrol for the purpose of protecting the country against invasion; and if they are to be of any service at all, "dignity" must be pocketed.

I have the honour to command a company, but I served in the ranks with articled clerks.

Amongst our present rank and file, I may mention that we still have barristers, several well-known solicitors, physicians, surgeons, bank manager, stockbrokers, and, in fact, every profession is represented; and, although serving side by side with articled and other clerks, I do not think any of them have lost either dignity or respect, and do not find it "detrimental to their social position."

I agree that corps where uniforms are free are intended for men who cannot afford to pay for them, but let those who can join regiments where the uniforms are not free.

VOLUNTEER.

CASES OF LAST SITTINGS.

Court of Appeal.

THE GAS FLOAT "WHITTON No. 2"—No 1, 21st, 22nd, 26th, and 27th November; 17th December.

ADMIRALTY—SALVAGE—COUNTY COURT—JURISDICTION—GAS FLOAT—MERCHANT SHIPPING ACT, 1854 (17 & 18 VICT. c. 104), ss. 2, 458, 476.

This was an appeal from the decision of a divisional court in Admiralty, affirming the judgment of the judge of the Kingston-upon-Hull County Court, awarding salvage for services rendered in the river Humber by the plaintiffs to a gas float. The question was whether the gas float was the subject-matter of salvage. The gas float was stationed near Brough, in the Upper Humber, for the purpose of a beacon. During a gale on the 22nd of December, 1894, it got adrift and was driven ashore, and the plaintiffs assisted in saving it. The county court judge held that the gas float was a "ship" and a "wreck" within the meaning of section 458 of the Merchant Shipping Act, 1854. The Divisional Court held that it was not a "ship" or a "wreck" within the meaning of that section, but as such a structure, used in connection with navigation and exposed in the ordinary course of its use to the perils of the sea, would have been within the jurisdiction of the Admiralty, if adrift upon the high seas, it was, by virtue of section 467 of the Merchant Shipping Act, 1854 (now section 565 of the Merchant Shipping Act, 1894), also within the jurisdiction of the Admiralty when in the body of a county, and that by section 3 of the County Courts Admiralty Jurisdiction Act, 1868, that jurisdiction was given to the county court. The judgment of the county court judge was therefore affirmed. The defendants appealed.

THE COURT (Lord ESHER, M.R., LOPEZ and KAY, L.J.J.) allowed the appeal.

Lord ESHER, M.R., in the course of a long judgment, said: This was an appeal from a divisional court of the Admiralty Division sitting as a Court of Appeal from the county court of Hull having admiralty jurisdiction. The cause was a salvage cause. The alleged salvage was the saving from danger of a "Gas Float." The nature of the float and the circumstances of the alleged salvage were ascertained by the county court judge. They were that the float *Whitton No. 2*, was made of iron, that the lower part bore the resemblance of a ship or boat, that part, called by the county court judge, the hull, had two ends shaped like the bows of a vessel; it was 50 ft. long and 20 ft. broad; it had no mast, stem post, fore post, or rudder; its interior was wholly occupied by a cylinder into which gas was pumped so as to fill it, and so that the gas went up to a light elevated on a pyramid of pieces of wood 50 ft. high. The float could not by reason of its structure be used for any purpose of its being navigated. It could not be navigated. It could not carry any man or any goods from place to place. It could not hold any man on it, except that he could by means of a mizzenhole and ladder ascend to the light at the top and clean or arrange it. The float was fixed by an anchor or anchors, and otherwise, at a particular spot in the River Humber, so as to remain always fixed at that spot. It, however, broke away and was carried down the Humber, and was in danger in the Humber, and was saved in the Humber by the exertions of the plaintiffs. The question in dispute was whether the county court had jurisdiction to hear and determine upon the claim of salvage reward. It was argued on behalf of the appellants before us that the gas float was not the subject-matter of a salvage claim in the High Court of Admiralty within either its common law or any statutable jurisdiction; and that if it was not so, neither was it within the statutable jurisdiction of the county court. It was urged that the original—i.e., the common law—jurisdiction of the Court of Admiralty in respect of salvage was limited to claims in respect of alleged services to a ship and her apparel, or to the cargo of a ship, including cargo which had become flotsam, jetsam, or lagan, and to freight alleged to be saved by the saving of a ship or cargo, and to the wreck of ship or cargo; and that the alleged services were rendered on the high sea. It was true that the jurisdiction was extended by statute to the saving of life; but, it was urged, only to the saving of the life of a person whose life was in danger from his being or having been on board a ship and in danger on the high sea. Where in some cases the jurisdiction of the Admiralty Court was extended further than the limits of the high sea, yet it was so only in respect of the same objects or subjects as were within the jurisdiction of the Admiralty on the high sea. It was then argued that, upon the true construction of the statutes giving Admiralty jurisdiction to the county courts, they only conferred on those courts, in respect of salvage services occurring within counties, the same jurisdiction as to the same subjects and objects as were within the jurisdiction of the High Court of Admiralty where the services were rendered within its jurisdiction. It was then argued that the float in question was not in any sense a ship, was not a subject or object in respect of the saving of which the High Court of Admiralty could have exercised or could exercise salvage jurisdiction, and therefore was not a subject or object for the similar jurisdiction in the county court. It was argued for the respondents that the High Court of Admiralty had jurisdiction in respect of salvage services claimed to have been rendered at sea far beyond services to ship, cargo, and apparel and freight; that such jurisdiction extended to the saving of any article in danger on the sea, or if not to all articles, yet to all which could be brought under the denomination of maritime property; and that maritime property included every floating object which is constructed for the purposes of navigation, meaning thereby some reference to the business of navigation, although it itself was not intended ever to be and could never be navigated. It was urged that, even if such things were not the subject or object of salvage within the original jurisdiction of the Admiralty, they were rendered so by statute. And it was further argued

that, though not now within the jurisdiction of the High Court of Admiralty either by common law or statute, they were by statutes within the jurisdiction of the county court. The first point raised is, whence is the original or common law jurisdiction of the High Court of Admiralty of England to be ascertained? The answer is from the continuous practice and the judgments of the High Courts at Westminster. This proposition was so stated in the case of the *Gaetano and Maria* (7 P. D. 137) :—“Neither the laws of the Rhodians, nor of Oleron, nor of Wisby, nor of the Hanse Towns are of themselves any part of the Admiralty law of England.” To any one who reads some of their strange enactments it must be ridiculous to suggest that they are part of the English law. For instance, in the laws of Oleron, article 23, “if the pilot through ignorance causes the ship to miscarry he shall make full satisfaction or lose his head”; Article 24, “if the master or one of the marines or any one of the merchants cut off his head they shall not be bound to answer for it”; and Article 26, “if the lord of any place be so barbarous as to maintain (wreckers, &c.), he shall be fastened to a post or stake in the midst of his own mansion-house, which being fired at the four corners thereof, all shall be burned together.” But they contain many valuable principles and statements of marine practice which, together with principles found in the digest and in French and other ordinances, were used by the judges of the English Court of Admiralty when they were moulding and reducing to form the principles and practice of their court. All these sources of legal principles were used by Lord Tenterden in his great work. [His lordship, having cited a passage from Lord Tenterden's work, proceeded:—] It should be remarked that, as the law of the Admiralty is to be ascertained from the practice and judgments of its judges, it must be found or deduced from affirmative practice or judgments; neither principle nor proposition can be deduced from mere negative—i.e., by saying the point has never been treated in the Courts of Admiralty. If you find that the Court of Admiralty has affirmatively stated that it has jurisdiction in certain cases, you cannot affirm that it has jurisdiction in other cases merely on the ground that the Court of Admiralty has not expressly excluded them by negative words; you must bring the proposed case within some affirmed principle on some affirmative judgment or practice. The second point, therefore, is, What is the jurisdiction of the High Court of Admiralty as to salvage, ascertained from its practice and judgments and from statutes? As to its practice and judgments, irrespective of statutes, it seems to be one uniform, continuous statement by judges and writers of authority that the jurisdiction as to salvage is exercised in respect of a ship, her apparel, and her cargo, of freight in danger and saved by reason of the saving of the ship or cargo, and of flotsam, jetsam, or lagan, being each of them part of the cargo of a ship. His lordship then cited the definition of “salvage” given in Abbott on Shipping, Part III., chap. x., in Park on Insurance, chap. 8, in Kent's Commentaries, p. 244, 245, in Parson's, chap. 7, in William and Bruce's Admiralty, chap. 6, and in Carver's Carriage by Sea, chap. 11, s. 322, and proceeded:—] There is no word used by any of these writers which mentions any subject or object of salvage under the common law jurisdiction as to salvage of the High Court of Admiralty, other than the ship, her apparel, and cargo, or the wreck of them. If in Williams and Bruce more is meant by the phrase “property lost at sea,” the statement is in the notes made to depend on the authority of American cases, which will be discussed hereafter. In the last treatise on the subject of salvage—Kennedy on Salvage—the case is thus stated: “A salvage service in the view of the Court of Admiralty may be described sufficiently for practical purposes as a service which saves or helps to save maritime property—a vessel, its apparel, cargo or wreck—or lives of persons belonging to any vessel, when in danger, &c.” The learned author then quotes the American cases as to rafts of timber, but observes: “There does not appear, however, to be any reported case in which the English Admiralty Court has awarded salvage for the preservation of any but such maritime property as is included in the suggested description.” So far, therefore, as the best text-writers are to be considered, if the extended meaning of the subject-matter of salvage in the High Court of Admiralty in its original or common law jurisdiction is that which is asserted on behalf of the plaintiff in this case, all the writers but two have overlooked it, and of the two, one finds it solely on the American cases, and the other cites those cases, but questions them. If we go farther, and examine the sources of the English law, as, for instance, the laws of Oleron, of Wisby, and others, every article in them treats of ships and what concerns them, and of nothing else. [His lordship, having cited passages from these laws in illustration of his point, proceeded to discuss Sir Henry Constable's case (5 W. R. 215), *Hariford v. Jones* (1 Ld. Rayne 393), *Nicholson v. Chapman* (2 H. Bl. 254), *A Raft of Timber* (2 W. Rob. 251), and added:—] There is no case in any English court in which the question of salvage reward has ever been entertained unless the subject of the salvage service was a ship, her apparel, or cargo or freight which is peculiar to ships, or wreck of a ship, or her cargo, or, by statute, the life of a person in danger because the person has been on board ship. It follows that no jurisdiction of the Admiralty in England can be carried, by reason of the practice or judgments of the Admiralty or any other court, beyond a claim for salvage in respect of the subjects and objects named. As to the alleged extension of the jurisdiction of the High Court of Admiralty by statute, the question is whether it has been extended by statute in cases of salvage claims to any subjects or objects which were not subjects or objects of salvage claims before the statutes. His lordship then referred to the statutes relied on as extending the Admiralty jurisdiction. The first was 3 & 4 Vict. c. 65, s. 6. That enactment did extend the jurisdiction to subjects and objects in respect of which the court had no jurisdiction before. But it was impossible to say, having regard to the existing state of the law, that the statute went further than to extend the area of locality. That was to say, the jurisdic-

tion was merely extended from the same services to the same subjects or objects rendered on the high seas to those rendered in the body of a county. 17 & 18 Vict. c. 78, s. 13, dealt with the regulation in the Admiralty Court of the procedure of the cases in that court, and did not affect the question of what cases were or were not within the jurisdiction of the court. 9 & 10 Vict. c. 99, ss. 19 and 40, was also relied on to show what were the subjects or objects of salvage; but that statute was repealed and could not be so used. But even if it could, it did not support the assertions for which it was cited. Construing sections 19 and 40 as part of one statute. Section 40 determined the forum, in which the claims of persons, who claimed to have performed the services to the subjects or objects named in section 19, were to be referred. The Merchant Shipping Act, 1854, was passed to amend and consolidate the Acts relating to merchant shipping, not specifically to alter anything with regard to salvage. The interpretation clause in section 2 was relied on, but such a clause in modern drafting did not itself affect the nature of anything spoken of in the statute. It only averred that instead of repeating every one of several things dealt with in other sections, they were to be taken as repeated whenever the one word or phrase was used. The statute dealt only with salvage within the three-mile limit and within the body of a county. Within that limit it dealt specifically with subjects or objects, which were the subjects alone dealt with in the High Court of Admiralty before any statutes as regards salvage were made. The salvage over which the High Court of Admiralty was to have jurisdiction by section 476 was that which was by law salvage—i.e., the saving of subjects or objects which in law—i.e., the common law, the statute law, and the maritime law, were recognized as the subjects and objects of salvage reward. The statute law added but one subject—namely, life. His lordship then proceeded: The question argued, that a larger jurisdiction as to the subjects or objects of salvage is given to the county courts than to the High Court of Admiralty, is too preposterous to be worthy of further notice. It was argued that the gas float was a ship within the ordinary meaning of the word ship, or within the meaning of what was said to be the definition of the word ship in some judgments of the court. It is said that the judgment of Lord Blackburn in *Ex parte Ferguson* (L. R. 6 Q. B. 290) is inconsistent with the view that “ship” is to be used only in its ordinary meaning amongst people conversant with shipping business. But the description given of that which in the case was called “coble” made it clear that that coble was a vessel in its ordinary sense, though all cobles are not ships or vessels, or are only boats. [His lordship then referred to the case of *The Mac* (7 P. D. 127) and other cases, and said that it seemed impossible that, within the ordinary English meaning among merchants or sailors or persons dealing with maritime affairs, this thing could be called a ship, a vessel, or a boat. His lordship then proceeded:—] But now we have to deal with the argument that the general law maritime acknowledged in the High Court of Admiralty included and includes subjects or objects as the subjects or objects of salvage which are beyond ship material and cargo, including flotsam, jetsam, and wreck of ship or cargo. It was argued that everything found floating on the water, although it itself could not possibly be a navigable thing, might be the subject or object of salvage. And it was said that there are American judgments which justify such a statement. If there are, I for one should hesitate before I differed from them. I have the greatest respect for American decisions. It is because of the reference to the American judgments that I have used immense labour in writing this judgment. I hope it will be some day considered in American courts. But, before examining the American judgments, I will refer to the statement of the law by Bowen, L.J., in *Falke v. Scottish Imperial Assurance Co.* (34 C. D. 248):—“The general principle is beyond all question, that work or labour done or money expended by one man to preserve or benefit the property of another do not, according to English law, create any lien upon the property saved or benefited, nor even, if standing alone, create any obligation to repay the expenditure. Liabilities are not to be forced upon people behind their backs, any more than you can confer a benefit upon a man against his will. There is an exception to this proposition in maritime law. With regard to salvage, the maritime law differs from the common law. That has been so from the time of the Roman law downwards. The maritime law, for the purposes of public policy and for the advantage of trade, imposes in these cases a liability upon the thing saved, a liability which is a special consequence arising out of the character of mercantile enterprises, the nature of sea perils, and the fact that the thing saved was under great stress and exceptional circumstances. No similar doctrine applies to things lost upon land, nor to anything except ships or goods in peril at sea.” [His lordship having read a passage to the same effect from the judgment of Martin, B., in *Palmer v. Rouss* (3 H. & N. 509), discussed the American cases:—*A Raft of Spars*, Abbott's Admiralty Reports, p. 291, in May, 1848; *Tome v. Four Ovis of Lumber*, Campbell's American Reports, p. 534, in November, 1853; *Fifty thousand feet of Timber*, Lowell's Reports, p. 64, in 1871; *Bywater v. A Raft of Piles*, 42 Federal Reports, p. 917, in June, 1890; and *Cope v. Valette Dry Dock Co.* (12 Davis's Reports). In the case of *Fifty thousand feet of Timber*, Lowell, J., allowed salvage in respect of two rafts of timber found floating in Boston Harbour. In the course of his judgment he said: “If the services are rendered, it is of no consequence whether the goods were a ship, a part of a ship, or were ever on board a ship. A great many of the cases are of mere derelict goods picked up a sea, and no one ever heard that it would be a defence to a proceeding for salvage that the goods had been washed out to sea from the shore by a gale or flood, or had been dropped from a balloon.” His lordship could not accept that judgment as a careful discussion and judgment on American law. In *Cope v. Valette Dry Dock Co.* (heard in the Supreme Court) it was held that the district court had no jurisdiction over the salvage of a floating dry dock. His lordship then proceeded:—] The only authority

in America before us is think that of American law, therefore, to the High Court which salvage, her and the w life salvage, with regard tained by granted for incline to be a Victory, in The Dreadnaught. But must be all Lores and F. Laing; Encyclif., T. W. Head TYSER AT SHIPPING — Action brought to the def The plain syndicate Lloyd's— for the me agreement and the se was to last another tv syndicate £79,300, o of the 4th and cont (Reassure insured a of the ob them, to effected Corderoy Syndicate Corderoy names of in thirde on £79,300 (Reassure vessel, and chief que in the ev whether reinsurance member applied a member MATHE action w The plain underw (Reassure applicat were per parties of the trial too ment. Lloyd's referred write p forming Corderoy and was valued assured the true sideration following the pol

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THE SOLICITORS' JOURNAL.

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in America for the use of the large term insisted upon by the arguments before us is the case before Lowell, J. (*Fifty thousand feet of Timber*). I think that case cannot be supported in America or acted on here. As to American law, I think the case in the Supreme Court is decisive. I come, therefore, to the conclusion that, by the common law or original law of the High Court of Admiralty, the only subjects in respect of saving of which salvage reward could be entertained in the Admiralty Court were ship, her apparel and cargo, including flotsam, jetsam, and freight, and the wreck of these; that the only subject added by statute is life salvage, and that the county court has no right to exercise jurisdiction with regard to any other subject-matter than that which might be entertained by the High Court of Admiralty. Whether salvage could be granted for the saving of what is called a light-ship may be doubtful. I incline to think not. If it is, it is only because the light-ship would be held to be a ship. As to some instances which were proposed—viz., *The Victory*, in Portsmouth Harbour, I have no doubt that she is a ship. So was *The Dreadnought*, used for years as a hospital. So is a ship used as a coal hulk. But the thing in question is not a ship in any sense. The appeal must be allowed.

LORDS AND KAY, L.J.J. concurred.—COUNSEL, Sir W. Phillimore, Q.C., and F. Leing; Pyke, Q.C., Butler Aspinall, and Arthur Pritchard. SOLICITORS, Bowditch, Raoul, & Co., for Wilson & Son, Hull; Pritchard & Sons, for J. & T. W. Hearfield & Lambert, Hull.

[Reported by C. G. WILFRIDHAM, Barrister-at-Law.]

High Court—Queen's Bench Division.

TYSEE AND OTHERS v. THE SHIPOWNERS' SYNDICATE (Reassured) AND OTHERS—5th December.

SHIPPING—MARINE INSURANCE—SYNDICATE OF UNDERWRITERS—JOINT OR SEPARATE LIABILITY.

Action tried by Mathew, J., in the Commercial Court. The action was brought to recover a total loss upon a policy of marine insurance effected by the defendants upon *The Brunswick* for £500 and for return of premiums. The plaintiffs are underwriters at Lloyd's, and the defendants are a syndicate of underwriters, consisting of twenty members—not members of Lloyd's—of which John M. Corderoy is the manager, and he underwrites for the members of the syndicate. The syndicate was formed under an agreement, dated the 28th of February, 1894, between John M. Corderoy and the several persons who constituted the syndicate. This agreement was to last for twelve months, and at the end of that time it was renewed for another twelve months. By a policy, dated the 4th of March, 1895, the syndicate reinsured a risk which the plaintiffs had underwritten for £79,300, on hulls and machinery, valued as per original policy. The policy of the 4th of March, 1895, was in the ordinary form of a Lloyd's policy, and contained this special clause: "The Shipowners' Syndicate (Reassured).—Special Clause No. II.—It is specially agreed that the assured are hereby entitled, by way of further security for the performance of the obligations of the subscribing underwriters, and of each and every of them, to the benefit by way of first charge to the policies of reinsurance effected or to be effected and all moneys received thereunder.—John M. Corderoy, Manager." Then the subscription was: "The Shipowners' Syndicate (Reassured).—John M. Corderoy, Manager: John M. Corderoy, 6½ thirtieths, Thomas R. Miller, 1½ thirtieths"; and the names of the other members of the syndicate followed, with the amounts in thirtieths set opposite the name of each, making in all thirty thirtieths on £79,300. The subscription form ended: "The Shipowners' Syndicate (Reassured).—John M. Corderoy, Manager." There was a total loss of the vessel, and, the present claim having been brought, the following were the chief questions to be tried: (1) Joint or separate liability on policies; (2) in the event of loss and any individual members being unable to pay, whether assured are entitled to recover from trustees the proportion of reinsurance actually received from the clubs to which such individual member is entitled, or is the whole amount received from the clubs to be applied to cover the assured against any deficiency through default of any member or members. *Our adv. vult.*

MATHEW, J., now delivered the following written judgment:—This action was brought to recover for a total loss of the ship *Brunswick*. The plaintiffs were underwriters at Lloyd's, who had reinsured with other underwriters, described in the writ as the "Shipowners' Syndicate (Reassured)." The writ was issued on the 22nd of November, and an application was made for an early trial on the ground that several actions were pending, and that it was of great importance that the rights of the parties should be speedily ascertained. It was arranged that statements of the points in dispute should be exchanged and the cause entered. The trial took place on the 3rd of December, and I have now to deliver judgment. The defendants are a group of underwriters, not members of Lloyd's, who, under the terms of an agreement which will be more fully referred to hereafter, had authorized a manager named Corderoy to underwrite policies of marine insurance on account of the several persons forming the syndicate. The plaintiffs' policy had been effected with Corderoy as manager. It was in the ordinary form of a Lloyd's policy, and was described as a reinsurance on ships to the amount of £79,300, valued as per original policies. The usual clause provided that the assured promised and bound themselves, each one for his own part, for the true performance of the contract in the policy, confessing the consideration paid. At the end of the policy the subscription was in the following form: [His lordship then read from the subscription form of the policy as stated above.] The first point raised with reference to this policy was whether the liability of the members of the syndicate was joint

or several. For the plaintiffs it was contended that the syndicate was, in point of fact, a firm or partnership; that the name "syndicate" imported combination for purposes of profit, and that there was therefore a joint liability upon the policy. The question was stated to be of great importance, because the operations of the syndicate had been very extensive, and had resulted in considerable losses, and if each member of the syndicate were liable for the whole of the losses the result might prove most disastrous to individuals. For the defendants it was argued that upon the face of the policy the liability was several, and not joint. It was said to be in the ordinary course of business that one underwriter should act for a number of other underwriters at Lloyd's, and should subscribe policies for each member of the group; and in support of that position, which was really not disputed, attention was called to the original policy effected by Tyser & Co. at Lloyd's, from which it appeared that insurances had been effected for eight gentlemen whose names, as in this case, were stamped on the policy, and who insured in different proportions a sum of £100. It was said, when the terms of the subscription to this policy were examined, that the same principle was followed, and that each member of the syndicate made himself responsible in the same way for the proportion which he underwrote of the amount insured. Then the plaintiffs' counsel called attention to the special clause in the policy under which "the assured became entitled to the benefit, by way of first charge, of the policies of reinsurance effected or to be effected by the subscribing underwriters and all moneys received thereunder." It was said that if it were left in doubt by the form of the subscription whether the liability were joint or several, this clause shewed an intention to enter into a joint undertaking, for it provided that there should be a further security for the obligations of the subscribing underwriters and of each and every of them. This proved, it was said, that "syndicate" meant something equivalent to firm, company, or partnership. But, on the other hand, the word "syndicate" does not indicate in what way the members are acting together, and they are described in the clause as "subscribing underwriters." I see no ground for thinking that it was intended by this provision in the policy to enlarge the obligations of the underwriters or to extend the security which this special clause was intended to afford. If each underwriter was responsible only for the obligation created by his own subscription, it was unlikely that he should extend his liability to the obligations of his fellows; and the reasonable construction seems to me to be that each underwriter undertook that the benefit of any reinsurance to which he was entitled should be available for his assured. The clause seemed to be intended to prevent the loss of the security by the insolvency of any of the underwriters, and the suggestion that the object was to provide against a possible loss of the security by bankruptcy seems to me improbable. I am therefore of opinion that the liability upon the policy is several, and not joint. If this view be correct, the case would seem to be concluded. But the case was further argued for the plaintiffs, on the ground that the agreement under which the syndicate was formed and carried on business of itself constituted a partnership; and, as this point was discussed at considerable length, it may be desirable that I should express my opinion upon it. The syndicate was originally formed on the 28th of February, 1894, and was to last for a year. At the end of that time the syndicate was continued for another year, the members being the persons whose names appear at the foot of the plaintiffs' policy. The agreement was between John Mathew Corderoy, the manager, Thomas Robson Miller, the manager of certain mutual reinsurance clubs, and the several persons whose names appeared in the schedule thereto, thereafter called the syndicate. After reciting that the syndicate had arranged with the manager that he should be authorized to underwrite policies in the names of the persons forming the syndicate, power was given to the manager to insure steamers by time policies, either on the terms of Lloyd's policies or on club terms. Clause 4 provided as an inducement to insurers that the manager should be at liberty to return 20s. per cent. on the amount covered in the event of the vessels incurring no accident during the currency of the policy. Clause 5 provided that the manager was empowered to sign policies on behalf of the syndicate, and in the individual names of the members thereof, the manager affixing, opposite the name of each member, on each and every policy the respective proportions of risk taken by each individual member. Clause 6 provided that no liabilities should attach to any member of the syndicate beyond his own proportion of the risk accepted in his name, the members not being liable for one another, or in any way guaranteeing the solvency of the one of the other. Upon these clauses there would seem to be no foundation whatever for the argument of the existence of a partnership, but great reliance was placed on the clauses that follow. By clause 7 the manager's remuneration was to be 5 per cent. upon the gross premiums and 10 per cent. upon the profits, if any, available for distribution among the members. By clause 8 the manager was at his own expense to keep proper books for the syndicate accounts and the accounts of the members thereof. He was to provide offices and necessary staff for the conduct of the business in the City, and to issue accounts of the working thereof to the members. By clause 9 the manager was to debit against the syndicate account the necessary subscription to Lloyd's. These clauses, it was said, shewed that a joint business was contemplated, with a common fund for expenses and an ultimate distribution of the net profits among the members. But all these provisions are analogous to the arrangements that might be made with the manager of an underwriting account at Lloyd's for several underwriters. The provision for the creation of a fund out of moneys belonging to all the underwriters is in no way inconsistent with the obligation of each underwriter to subscribe *pro rata* for any expenses incidental to insurance. Very great reliance was placed by the plaintiffs' counsel on clause 11, by which the manager was bound, as risks were accepted on behalf of the members of the syndicate, to reinsure the whole of the total loss risks. It was said

that what was contemplated was a reinsurance on behalf of the members of the syndicate jointly; and it was said that in compliance with that provision reinsurance had been effected with two clubs, the "Uniform Line Steamship Insurance Association" and the "New Marine Mutual Insurance Association," and when the policies came to be examined it appeared that they had been issued by name to the "Shipowners' Syndicate (Reassured)" in each case. But the effect of these reinsurances is perfectly clear. The assured were the members of the syndicate. The title of the syndicate was descriptive only; and if it had been necessary to proceed against the clubs on their policies the interest must have been averred in the members individually; and for contribution to losses the individual members would have been liable (see *Great Britain 100 A 1 Steamship Insurance Association v. Wyllie*, 37 W. R. 407, 22 Q. B. D. 710). It is difficult to see how a joint insurance could be effected, for each underwriter must reinsure his own risk. A policy by all to cover the risk of one would not be a valid contract of insurance, from the absence of interests in all but the one. An insurance by all to cover the risk of each is open to the same observation. The true meaning of the clauses seems to me to be that where the manager accepted risks on behalf of the members he was bound to reinsure each of them. Thus construed, the clause works easily. Upon the plaintiffs' construction it would give rise to considerable difficulty. The fact that for convenience' sake the name of the syndicate was used for the purposes of reinsurance with the clubs does not, and could not, alter the real nature of the contract. Clause 12 was also relied upon by the plaintiffs, for it enabled the manager, on behalf of the syndicate, to undertake the management of collision and salvage cases, &c., and also to make advances to owners to meet average expenses, &c. But this was doing no more than permitting the manager to do what the Salvage Association does for the underwriters at Lloyd's, and is not more inconsistent with the several liabilities of the underwriters who employ the Salvage Association. Clauses 13 and 14 and the final clause 15 strongly favour the contention of the defendants that the agreement was not intended to create a partnership; and my judgment, therefore, upon the construction of the agreement, as well as upon the construction of the policy, is for the defendants. Mr. Reed also contended, though not very strenuously, that, even though there was no partnership in fact, the members had held themselves out as partners, and he relied upon the fact that an office had been opened where the name "Shipowners' Syndicate (Reassured)" appeared upon the door; also that the same name was stamped on the paper used by the manager. These, with the other facts in the case, were relied upon. They are clearly insufficient to justify me in coming to any such conclusion. The further question was raised as to whether the syndicate jointly, or the individual members, were bound to return premiums for short interest. I am of opinion that it is in each case a liability of the individual members in the proportion of the amounts subscribed by each of them. Judgment for defendants.—COUNSEL, Herbert Reed, Q.C., and Scruton; Joseph Walton, Q.C., and Manisty; Warmington, Q.C., Lewis Thomas, and W. De B. Herbert; Gore Browne; Scott Fox. SOLICITORS, Waltons, Johnson, Bubb, & Whatton; W. A. Crump & Son; W. H. Herbert; A. J. Oliver; Steavenson & Coddick.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst.; Mr. Richard Pennington, J.P., in the chair, the other directors present being Messrs. W. Beriah Brook, Grantham; R. Dodd, A. Helder, M.P. (Whitehaven), John Hy. Kays, F. Rowley Parker, Henry Roscoe, Sidney Smith, R. W. Tweedie, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £215 was disbursed in grants of relief, two new members admitted to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 7.—Chairman, Mr. Nugent Chaplin. The subject for debate was: "That this society approves of the action taken by Lord Salisbury in the Venezuelan boundary dispute." Mr. B. R. Armstrong opened in the affirmative. Mr. A. E. Clarke opened in the negative. The following members also spoke: Messrs. D. Herbert, R. Leader, Herbert-Smith, W. H. Davies, B. C. Mitter, A. Boulton, and R. Blagden. The motion was carried by five votes. The subject for debate at the next meeting of the society on Tuesday, January 14, is: "That the case of *Re Freme's Contract* (1895, 2 Ch. 778) was wrongly decided."

It is stated that the Home Office has definitely decided not to increase the number of the metropolitan police magistrates, and that the recent official notification of that fact to Sir John Bridge has been issued in the form of a circular for the information of all the other members of the metropolitan police bench.

THE INCORPORATED LAW SOCIETY'S LAND TRANSFER BILL.

The following is the Bill which has been prepared for the Council of the Incorporated Law Society by Mr. Wolstenholme:—

AN ACT TO SIMPLIFY THE TITLE TO AND THE TRANSFER OF LAND.

Be it enacted, &c.

I.—PRELIMINARY.

1. (1) **Short title.**] This Act may be cited as "The Conveyancing Act 1896."

(2) **Commencement.**] This Act shall commence and take effect from immediately after the 31st day of December, 1896, which time is in the Act referred to as the commencement of this Act.

(3) **Copyholds, &c., excepted.**] This Act applies to land of customary simple tenure passing by deed and admittance, but does not apply to land of copyhold or other customary tenure.

(4) **Extent.**] This Act does not extend to Scotland or Ireland.

II.—DEFINITIONS.

2. In this Act, unless a contrary intention appears:—

(1) "Land" includes mines, minerals, and other substances in or under land; also a manor, an advowson, and a rent and other incorporeal hereditaments, and an easement, right, privilege, or benefit in, over, or derived from land; and also an undivided share in land:

(2) "Rent" includes a rent service or a rent charge, or other rent, tithe, royalty, or annual or periodical payment, in money or money's worth, issuing out of or charged upon land:

(3) "Instrument" means inclosure award, vesting order of any conveyance, appointment, mortgage, vesting declaration, or other conveyance, demise, lease, agreement, declaration of trust, and will: and every other document or writing, and every verbal contract effectual in law, and every contract implied by law, whereby a transfer of land, or a transfer or creation of an interest in land, can be effected:

(4) "Disposition" includes every transfer of land, and every creation and transfer of an interest in land, by an instrument; and "dispose" has a corresponding meaning:

(5) "Settlement" means a disposition whereby land, or any interest in land, is made to devolve on two or more persons in succession; and includes a settlement deemed to be existing under section 8 of the Settled Land Act, 1884; but does not include a settlement deemed to be existing under section 63 of the Settled Land Act, 1882; and "settled" has a corresponding meaning:

(6) "Will" includes codicil:

(7) "Settled Land Acts" means the Settled Land Acts, 1882 to 1884, and any Acts amending, extending, or consolidating the same:

(8) "Tenant for life" within the meaning of the Settled Land Act includes persons who under sections 58 and 61 (as extended by this Act) of the Settled Land Act, 1882, have the powers of a tenant for life under the Act; but does not include an infant, nor a person who under section 63 of that Act is to be deemed tenant for life, whether having leave to exercise powers under section 7 of the Settled Land Act, 1884, or not:

(9) "Purchaser" includes a mortgagee, or a lessee, or any other person who, for valuable consideration, acquires land or an interest in land:

(10) "Notice," with reference to a purchaser, includes actual as well as constructive notice:

(11) "Cautioner" and "inhibitor" mean respectively the person to whom a caution or inhibition is therein expressed to be lodged; and "person restrained" means the person against whom a caution or inhibition is lodged:

(12) "Registrar" means the Registrar appointed under the Land Transfer Act, 1875:

(13) "Court" means the High Court of Justice, and also the Court of Chancery of the County Palatine of Lancaster or Durham, or the County Court, where those courts respectively have jurisdiction:

(14) "Prescribed" means prescribed by general rules made pursuant to this Act.

3. Also in this Act, unless a contrary intention appears:—

(1) "Estate" means and includes only an estate in fee simple, or a term of years absolute in land, with or without impeachment for waste, or an equitable interest either under a trust or right of redemption or otherwise, which is equivalent in equity to an estate in fee simple, or a term of years absolute in land; but does not include any other interest in land, nor any power to dispose of land otherwise than in right of ownership of an estate:

(2) "Fiduciary right" means and includes every interest in land which is not an estate nor a paramount interest, and includes a power to dispose of land for any interest therein not being an estate, and also includes a power or trust for raising money, and the power to give a valid receipt for that money, but does not include any other interest in that money, unless the contrary is expressed or implied:

(3) "Estate owner" means the person in whom an estate is vested:

(4) "Paramount interest" means and includes:

(i.) An estate or a rent (including a rent charge created under the Improvement of Land Act, 1864, or any similar Act, or an easement or a right, which, in its origin, has priority over the estate of the estate owner, and subject to which he holds his estate, and

(ii.) The estate or right in respect of occupation of every actual occupier of land, and

(iii.) All powers, rights and interests existing at the time of the commencement of this Act, and excepted or reserved out of the operation of this Act, or created under any power so excepted or reserved :

but does not include any charge or liability placed upon nor any receivership constituted of an estate after the commencement of this Act, by force of any statute already passed or hereafter to be passed, or under any rule or operation of law, nor a charge created by any instrument and not secured by a disposition of an estate; and "Paramount estate" has a similar meaning.

III.—TRANSFER AND CREATION OF ESTATES.

4. (1) *Dispositions to be only for the whole estate.*] An estate may be disposed of by any instrument proper for the purpose so as to transfer (subject to paramount interests, if any) the whole of that estate in the land, or in any mines or minerals, or in an undivided share thereof, or so as to create out of that estate another estate, either by way of grant of a term of years, or of a rent-charge, or of an easement, right, privilege, or benefit over or derived from land or otherwise; or so as to transfer such whole estate subject to the creation thereout, by the same instrument, of another estate, and so as, in any case, to reserve a rent service where permissible by law; but an estate shall not be disposed of in any other manner:

(2) *Power to create a rent-charge by reservation.*] On a disposition of an estate in fee simple there may be reserved thereout a perpetual rent, or rent-charge in fee simple, with or without a power of re-entry on default in payment thereof or on breach of covenant, and the reservation shall operate to reserve and create a rent-charge in fee simple, issuing out of the estate conveyed, subject to paramount interests, and having incidental thereto all the powers and remedies for recovery thereof conferred by section 44 of the Conveyancing and Law of Property Act, 1881; and the rent-charge so created shall vest, in fee simple, in the person to whom the same is expressed to be reserved:

(3) *Limitations defeating an estate to be void.*] Every power of appointment, and every power to convey otherwise than as estate owner given by will, and every shifting use, or executorial limitation, or other provision contained in any instrument, and which, if valid, would or might prevent the estate of an estate owner, if and so far as not disposed of by him in his lifetime, from devolving at his death on his real representative, shall, for the purpose of passing an estate, be absolutely void:

(4) *An estate not to pass by force of any statute or rule.*] An estate shall not, by force only of any statute (except as by this Act or by any reservation in this Act otherwise expressly provided) nor by force only of any rule or other operation of law, pass to any person except a real representative of the estate owner, or a survivor under a joint-tenancy:

(5) *How estate may cease.*] An estate may be made to cease by re-entry for condition broken, and a term of years may be made to cease at any time or in any manner specified and provided for in the instrument creating the term, or in a deed of defeasance, or may cease by operation of law; but an estate shall not be made to cease in any other manner:

(6) *Application of section.*] This section does not apply to any instrument executed before the commencement of this Act.

IV.—FIDUCIARY RIGHTS.

5. *Creation of fiduciary rights.*] Fiduciary rights shall be deemed equitable interests in an estate, and may be created, or arise, and be transferred in like manner as equitable interests in land, but shall be capable of being enforced only against the estate owner who has been constituted trustee to give effect to such rights, and shall not be enforced against a purchaser whether he has notice of such rights or not.

V.—DISPOSITIONS.

6. (1) *Estate owner to have absolute power of disposition.*] An estate owner shall have absolute power, by the like means and in like manner as before the commencement of this Act, to dispose of his estate as he thinks proper for all purposes, subject to the paramount interests (if any), and to the express provisions of this Act restrictive of his power of disposition.

(2) *Estate subject to restraint on anticipation to be settled land.*] Where an estate is vested in a married woman with a restraint on anticipation, the estate shall for the purposes of the Settled Land Acts be deemed settled land, and the instrument creating the restraint shall be deemed a settlement, and the married woman shall, in like manner as a married woman entitled for her separate use, have the powers of a tenant for life under those Acts, and section 61 of the Settled Land Act, 1882, shall have effect accordingly.

7. *Effect of disposition of an estate to a purchaser.*] A disposition by an estate owner in favour of a purchaser shall, to the extent of the estate of the estate owner, and except so far as is otherwise expressly provided by this Act, operate to pass to the purchaser the estate disposed of, subject to the paramount interests (if any), but discharged from all other estates, liabilities, rights and claims which, by force of any statute or any rule or operation of law, affect the estate of the estate owner, and from all fiduciary rights (if any) affecting that estate; and the purchaser, whether having notice or not of any such other estates, liabilities, rights or claims, or of any fiduciary rights, shall hold the estate disposed of to him freed from such other estates, liabilities, rights, or claims, or fiduciary rights, whether the disposition appears to be rightfully made or not.

8. *Effect of a disposition not transferring an estate.*] A disposition by an estate owner purporting to transfer or create an interest in land which is not an estate, nor a leasehold determinable with life, by this Act permitted to be created, shall not transfer or create any estate, but shall operate only as a declaration by the estate owner that his estate is to be held upon trust to give effect to fiduciary rights corresponding as nearly as may be

with the interests which the disposition purports to transfer or create, and shall not operate in any other manner.

VI.—SETTLEMENTS.

As to Settlements after the commencement of this Act.

9. *Mode of making settlements made after this Act.*] The following provisions shall have effect with respect to settlements made after the commencement of this Act, including the will of an estate owner dying after such commencement:—

- (i.) A settlement of an estate shall be made only by means of a declaration of trust, which may be contained in an instrument, not testamentary, by which the disposition of the estate upon trust is effected, or more properly in a separate instrument, or may be made by a declaration of trust or by a devise (which devise shall operate as a declaration of trust) contained in a will:
- (ii.) The successive interests created by or arising under the settlement shall take effect as fiduciary rights, and not otherwise:
- (iii.) The instrument of disposition of the estate may appoint trustees of the settlement for the purposes of the Settled Land Acts, and the will containing the declaration of trust or devise may name persons to be such trustees, and they shall accordingly be appointed as such trustees of the disposition upon trust of the estate when made for giving effect to the fiduciary rights under the will:
- (iv.) The instrument of disposition of the estate shall contain the power (if any) to appoint new trustees, and where the instrument of disposition or the will does not contain any power to appoint new trustees, and also where the power (if any) contained in such instrument or will does not apply, the estate owner shall have power, and shall be deemed the person nominated within the meaning of the Trustee Act, 1893, to appoint new trustees; except where there is a tenant for life within the meaning of the Settled Land Acts of an estate, who is not the estate owner of the estate the subject of the settlement, in which case the statutory power contained in the Trustee Act, 1893, to appoint new trustees shall have effect:
- (v.) The number of the trustees of a settlement shall not in any case exceed four; and where more than four persons are named as trustees the four for the time being first named shall alone be the trustees for the time being:
- (vi.) Where trustees of the instrument of disposition are trustees for the purposes of the Settled Land Acts, then, notwithstanding anything to the contrary in this Act contained, any disposition by the estate owner of his estate, otherwise than for the purposes and in the manner authorized by the Settled Land Acts, or any other statute or by the instrument of disposition, shall be void:
- (vii.) The restraint on disposition imposed by this section shall be binding only on the estate owner during his life, and shall not restrain or otherwise affect a disposition by his real representative:
- (viii.) On the death of an estate owner, where the estate is settled, whether by his will or by an instrument previous to his death, his real representative shall hold the estate subject to payment, or to making provision to his own satisfaction for payment, of all duties and other liabilities affecting the estate, upon trust to dispose of the same to the person (if any) for the time being entitled under the settlement to the possession or the receipt of the rents and profits of the land, and of full age, and in the meantime upon trust to give effect to the fiduciary rights under the settlement; and any such disposition to a person not of full age shall be void:
- (ix.) The disposition so made shall, if necessary, create any paramount estate which is proper, in order to give effect to, or secure, any charge of portions, or jointure not capable of being over-reached under the powers of the Settled Land Acts, or to satisfy or discharge any other fiduciary rights in favour of any other person:
- (x.) Where the person so entitled to the possession or the receipt of rents and profits is a tenant for life within the meaning of the Settled Land Acts, the instrument effecting the disposition to him shall name as trustees of the settlement for the purposes of those Acts the persons (if any) who are for the time being such trustees. If there should be no such trustees for the time being, the disposition by the real representative shall not be made until such trustees have been duly appointed:
- (xi.) A real representative who has executed a proper instrument of disposition of the estate shall be absolutely discharged from all liability in respect of the fiduciary rights affecting the same under the settlement:
- (xii.) In favour of a purchaser every such disposition, whether trustees are therein named or not, and whether appearing to be rightfully made or not, and whether the purchaser has or has not notice of any irregularity, shall be deemed a proper and valid disposition; and the persons named as trustees shall be deemed the proper persons to be so named:
- (xiii.) The estate owner, to whom the disposition is made, shall hold the estate acquired thereby upon trust to give effect to the fiduciary rights (if any) affecting the same:
- (xiv.) Where there is a tenant for life, within the meaning of the Settled Land Acts, of land, who is not the estate owner of the estate the subject of the settlement, then the estate owner, other

- than a real representative, shall be bound, at the request of such tenant for life, to concur in any instrument appearing to be a proper disposition under the powers of those Acts, and shall not be concerned to inquire as to the propriety of the transaction or of the disposition, nor be answerable for any impropriety not appearing by the contents of the instrument:
- (xv.) Where trustees for the time being for the purposes of the Settled Land Acts of an estate have by deed released the estate from all fiduciary rights affecting it, then, in favour of a purchaser, whether having or not having notice of any irregularity, all such rights shall be deemed satisfied or discharged, and the estate owner shall have full power to dispose of the estate as if trustees thereof for the purposes of those Acts had never been appointed or named:
- (xvi.) All the provisions of the Trustee Act, 1893, shall apply and have effect with respect to the trustees under an instrument by which a disposition upon trust is made.

10. *Certain statement to be evidence.*] A statement, contained in any instrument by which a trustee for any purpose with reference to an estate is appointed, that a trustee has remained out of the United Kingdom for more than twelve months, or refuses or is unfit to act, or is incapable of acting, shall, in favour of a purchaser, be sufficient evidence of the matter stated.

As to Settlements made before the Commencement of this Act.

11. *Provision as to settlements made before this Act.*] Where, under a settlement made before the commencement of this Act, by some instrument other than the will of a person who dies after the commencement of this Act, any person of full age is, at the time of the commencement of this Act, or afterwards for the first time after such commencement becomes, tenant for life, within the meaning of the Settled Land Acts, of land, the following provisions shall have effect:-

- (i.) The interest under the settlement of such person to the extent of the estate of freehold, the subject of the settlement shall be, and the same is by this Act, enlarged into a fee simple or other the whole freehold estate the subject of the settlement legal or equitable, as the case may be, corresponding to his interest under the settlement, and discharged from all the limitations of the settlement, but subject and without prejudice to such of the paramount interests (if any) as could not have been overreached by his conveyance under the powers of the Settled Land Acts if this Act had not been passed:
- (ii.) Any estate of freehold, or any term of years, which, immediately before the commencement of this Act, was not vested in such person, but was capable of being conveyed by him under the powers of the Settled Land Acts, shall, immediately after such commencement, vest in him for all the estate or interest the subject of the settlement, but subject and without prejudice to such of the paramount interests (if any) as could not have been overreached by his conveyance of the powers of the Settled Land Acts if this Act had not been passed; and such persons and his successors in title shall be bound to indemnify the trustees of the settlement against all liability for rent and covenants (if any) in respect of the term:
- (iii.) The estate so acquired by enlargement or by vesting under this section shall be held upon trust to give effect to fiduciary rights equivalent and corresponding, as nearly as may be, to the limitations of the settlement; and, notwithstanding anything to the contrary in this Act contained, any disposition by the estate owner otherwise than for the purposes and in the manner authorized by the Settled Land Acts, or authorized by any other statute, or by the instrument under which the estate is settled, shall be void:
- (iv.) Provided that the estate so acquired shall not divest or prejudice, but shall take effect subject to, the interest of any person who at the time of the commencement of this Act has by disposition subsequent to the settlement become a purchaser of the settled land, or of any interest therein, whether in possession, remainder, reversion, or otherwise:
- (v.) Provided also that the interest of every such purchaser shall be deemed a paramount interest, but nevertheless and notwithstanding anything to the contrary in this Act contained the powers conferred by the Settled Land Acts or any other Act or the settlement shall remain in force so far as necessary to enable such interest to be divested or defeated by any disposition under those powers in like manner as if this Act had not been passed:
- (vi.) Where an estate has been so acquired under this section, all the provisions in this Act contained with respect to settlements made after the commencement of this Act shall apply and have effect with respect to the settlement, the estate under which is so acquired:
- (vii.) Provided that, where there are more than four trustees of the settlement, all the trustees may continue to act; but if and when the number of trustees becomes reduced to four, the number of trustees shall not afterwards be increased beyond four.

As to Settlements by way of Disposition on Trust for Sale.

12. (1) *As to appointment of trustees of dispositions on trust for sale.*] Where a disposition of an estate upon trust creating a settlement deemed to be existing within section 63 of the Settled Land Act, 1882, does not contain a power given to some person by name to appoint new trustees thereof, then, notwithstanding any power for that purpose contained in a separate instrument (if any) declaring fiduciary rights, there shall be

deemed to be no express power to appoint new trustees of the disposition on trust, and the statutory power contained in the Trustee Act, 1893, to appoint new trustees shall have effect.

(2) *Obligation of estate owners to concur in disposition by person empowered to act under Settled Land Act, 1884, s. 7.*] Where an order has been made under section 7 of the Settled Land Act, 1884, authorizing a person to exercise all or any of the powers conferred by the Settled Land Acts, then the estate owner, not being a real representative under a will creating the trust, shall be bound at the request of such person to concur in any instrument appearing to be a proper disposition, and shall not be concerned to inquire as to the propriety of the transaction or of the disposition, nor be answerable for any impropriety not appearing by the contents of the instrument.

(3) *Application of section.*] This section applies whether the settlement is deemed to be subsisting before or after the commencement of this Act.

VII.—REAL REPRESENTATIVE.

13. (1) *Creation of real representative.*] The executor (original or by representation), or administrator, from time to time of a deceased person, shall be the real representative, as well as the personal representative of the deceased, but it shall not be obligatory to appoint the same person executor of the real estate as well as of the personal estate:

(2) *Estates and fiduciary rights vested in real representative on death of person solely entitled.*] Real estate (including estates, fiduciary rights and those chattels real which are not estates), whether the same are held on trust or by way of mortgage or not, shall, on the death of any person solely entitled thereto for an interest not ceasing on his death, and notwithstanding any testamentary disposition thereof by the deceased, devolve to and become vested in the real representative of the deceased from time to time, in like manner as before the commencement of this Act chattels real devolved upon and became vested in the personal representative from time to time of a deceased person:

(3) *Rules, rights, and equities relating to administration of chattels real to apply to case of real representative.*] All enactments and rules of law, and all jurisdiction of any court with respect to the appointment of executors or to probate or letters of administration, or dealings before probate in case of chattels real before the commencement of this Act, and with respect to costs and other matters in the administration of personal estate, and all the powers, duties, rights, equities, obligations, and liabilities of a personal representative at the time of the commencement of this Act with respect to chattels real, shall apply and attach to the real representative and shall have effect with respect to real estate vested in him, and in particular all the like powers for the survivor or survivor of several real representatives, as well as for a single real representative, and for all the real representatives together to dispose of or otherwise deal with real estate, shall, as in case of personal representatives with respect to chattels real before the commencement of this Act, belong to the real representatives or representative from time to time of a deceased person with respect to his real estate:

(4) *Real representatives to be deemed heirs and assigns.*] The real representatives for the time being of a deceased person shall be deemed in law his heirs and assigns within the meaning of all trusts and powers:

(5) *Estate not to be divested by mere assent of real representative.*] Provided that where there are two or more real representatives a disposition shall not be made without the concurrence therein of all such representatives, and an estate shall not be divested out of the real representative by mere assent to a testamentary gift thereof, but shall pass to the donee only under a disposition thereof by an instrument not testamentary:

(6) *Power to grant probate in respect of real estate.*] Probate and letters of administration may be granted in respect of real estate either separately or together with personal estate, and may also be granted in respect of real estate where there is no personal estate:

(7) *The rights of persons interested in real estate to be considered.*] In granting letters of administration, the Court shall have regard to the rights of all persons interested in the real estate, as well as in the personal estate of the deceased person, and an heir at law shall, where the Court thinks proper, be entitled to the grant instead of a next-of-kin; and a separate grant of letters of administration to the real estate may be made, and a grant of letters of administration to real estate may be limited in any way the Court thinks proper; and the same principles shall apply to the grant of letters of administration, with the will annexed, to a devisee or legatee:

(8) *Appointment of real representative not to affect certain beneficial interests in land.*] The appointment of a real representative shall not affect any rule of law as to administration of assets, nor the beneficial interest in real estate under any testamentary disposition, nor the descent of any beneficial interest in real estate, nor any other devolution of not any mode of dealing with any beneficial interest in land:

(9) *Implied covenant by real representative.*] In a conveyance as defined by the Conveyancing and Law of Property Act, 1881, made by a person who conveys, or is expressed to convey, as real representative, there shall be deemed to be included, and there shall be implied the like covenant as if he had conveyed, and had been expressed to convey, as personal representative:

(10) *Application of section.*] This section applies to the case of every person dying after the commencement of this Act.

VIII.—CAUTIONS AND INHIBITIONS.

Register.

14. (1) *Register to be kept at Land Registry Office.*] The Registrar shall cause to be kept, at the office of Land Registry, a Register of the Cautions

and a Register of this Act:
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and a Register of the Inhibitions lodged with him under the provisions of this Act:

(2) Each Register shall be in the prescribed form.

Cautions.

15. *Caution may be lodged.*] A caution may be lodged with the Registrar, requiring notice, of any intended disposition by the person restrained, and of the land mentioned or referred to in such caution, to be served as by this Act provided.

16. (1) *Form of caution.*] A caution shall be in writing in the prescribed form, and shall include:—

(i.) The name and address of the cautioner:

(ii.) A short reference to the land in respect of which the caution is lodged, either in words or by reference to a plan, or to an instrument, or by all or any of those means, and including, in every case, the name of the county, and of the parish (if any), and also, where practicable, the name of the street, or place, where the land is situated:

(iii.) The name and address of the person restrained:

(iv.) The names and addresses within the United Kingdom of the persons, not more than four in number, including, if so desired, as one of the persons, the name and address of a partnership or firm, on whom notice is to be served as by this Act provided:

(v.) A statement that the cautioner is interested in restraining a disposition by the person restrained of the land referred to in the caution:

(vi.) Such further short particulars as may be prescribed:

(2) *Caution to be signed.*] A caution shall be signed by the cautioner, or by a solicitor on his behalf, and attested by at least one witness, being a solicitor, and shall operate, and shall be taken in law, as a declaration made under the Statutory Declarations Act, 1835, by the person signing it, that the statement therein as to the cautioner being interested is true:

(3) *Power to amend description of land or to change address for service of notice.*] Where a cautioner desires to amend the description of the land referred to in the caution, or to change the names or addresses or both of the persons on whom notice is to be served, he may lodge with the Registrar a substituted caution, and upon the expiration of two clear days from the day when the substituted caution is lodged or considered to be lodged, the Registrar shall cause an entry to be made in the Register vacating the original caution:

(4) *Compensation where caution lodged without reasonable cause.*] Any person lodging a caution without reasonable cause shall be liable to pay compensation for all injury sustained, and costs incurred consequent thereon, and the amount of such compensation and costs shall constitute a debt due to the person restrained, or the persons deriving title through him, and may be recovered accordingly.

Notices under Cautions.

17. (1) *By whom notice may be given.*] The notice required by the caution shall, on request in writing, made by or on behalf of the person interested in vacating the caution, be given in writing by the Registrar:

(2) *Form of request.*] The request shall be in the prescribed form, and shall be signed by the person making the same or by a solicitor on his behalf, and shall be attested by at least one witness, being a solicitor, and shall contain a statement that the person making the request is interested in vacating the caution, and shall operate and shall be taken in law as a declaration made under the Statutory Declarations Act, 1835, by the person signing the request that such statement is true:

(3) *Form of notice.*] The notice shall be in the prescribed form and dated, and shall be served by being sent in a registered letter posted on the day of the date of the notice to each person named for service in the caution at his address stated in the caution:

(4) *Copy notice to be filed.*] The Registrar shall cause a copy of each notice to be filed, with a memorandum of the same having been sent, and the memorandum shall be sufficient evidence that the notice was duly sent:

(5) *Caution vacated after 14 days from notice.*] At the expiration of 14 clear days from the date of a notice served pursuant to this section of an intended disposition, the caution to which the notice relates shall be vacated, and the effect shall be the same as if the caution had never been lodged; and any other caution, except a consent caution, lodged in respect of the same land by the same cautioner or persons deriving title under him before the expiration of such 14 days shall have no effect, and the Registrar shall refuse to receive the same:

(6) *Cautioner may apply to Court for an inhibition.*] A cautioner who has received notice of an intended disposition may apply to the Court for an inhibition, and the Court, upon being satisfied that the applicant is entitled to an inhibition, may make an order authorizing him to lodge an inhibition similar in terms, as nearly as may be, to the caution, or in any other terms, and directing the Registrar to receive and register the same, or may make such further or other order as to the Court seems just; and the Registrar shall comply with the order so made:

(7) *Remedy for vacating caution without reasonable cause.*] Any person who, without reasonable cause, requests notice to be given vacating a caution shall be liable to pay to the cautioner damages for any loss by him consequent on the caution being vacated, and the cautioner may, with the consent of such person, lodge a consent caution, or may apply to the Court for an order enabling him to lodge an inhibition, and thereupon the Court may make such order as it thinks proper, and the costs of lodging a consent caution or of obtaining and lodging an inhibition may

be recovered by the cautioner as liquidated damages from the person who requested notice to be sent.

Inhibitions.

18. (1) *Inhibition may be lodged by consent or order of Court.*] An inhibition may be lodged with the Registrar requiring that a disposition, by the person restrained, of the estate of that person in the land mentioned or referred to in the inhibition be not made without consent or an order of the Court, as provided by this Act:

(2) *How lodged.*] An inhibition shall be lodged only with the consent in writing of the person restrained or under an order of the Court:

(3) *Form of inhibition.*] An inhibition shall be in the prescribed form, and, except with respect to notices and the statement as to the cautioner being interested, shall correspond as nearly as may be with the prescribed form of caution:

(4) *Inhibition to be signed.*] An inhibition shall be signed by the inhibitor, or by a solicitor on his behalf, and by the person restrained, or by a solicitor on his behalf, and each signature shall be attested by at least one witness, being a solicitor; or in case of an inhibition by order of the Court, the order may direct that it is to be signed by a solicitor on behalf of any person, and the signature of any such solicitor shall be sufficient.

Cautions and Inhibitions.

19. (1) *To take effect after two clear days.*] A caution or an inhibition shall take effect, and be in force only from and after the expiration of two clear days from the day on which it is lodged, or considered to be lodged:

(2) *Hour for lodging.*] Every caution or inhibition lodged after twelve o'clock at noon of any day shall be considered as lodged before that hour on the next day other than Sunday, Christmas Day, and Good Friday:

(3) *To remain in force against a real representative.*] A caution or inhibition in force against a deceased person shall remain in force against his real representative in like manner, and subject to the like provisions, as if such real representative were the person restrained:

(4) *Vacation may be whole or partial.*] A caution or inhibition may be vacated by an order of the Court or by consent as to all the land referred to therein, or as to any part or parts from time to time of such land, and if so far as vacated the effect shall be the same as if it had never been lodged:

(5) *Consent to vacation.*] The consent shall be in writing in the prescribed form, signed by the cautioner, or inhibitor, or his personal representative, or by the survivor or survivors of two or more cautioners or inhibitors, or by the personal representative of the last survivor, attested as to each signature by at least one witness, being a solicitor:

(6) *Entry as to vacation.*] Upon such order or consent in writing being lodged with the Registrar, he shall make an entry thereof in the Register, and upon such entry being made the caution or inhibition mentioned in such order or consent shall cease to be in force, either as to all the land, or as to the part thereof specified in such order or consent as the case may be.

20. *Dispositions to be subject to interests of cautioners or inhibitors.*] Every disposition, made by a person restrained, of an estate in the land referred to in the caution or inhibition, shall, while the caution or inhibition remains in force, take effect only subject and without prejudice to the interest of the cautioner or inhibitor, or persons deriving title under them, in the estate:

21. *A caution or inhibition not to affect priorities.*] A cautioner or inhibitor shall not, by means only of his caution or inhibition, acquire, in respect of his claim, any priority over the claim of any other person who has not lodged or has only subsequently lodged a caution or inhibition, nor otherwise in any way affect the priority of the claims of any persons as between themselves against the person restrained, or against the land to which the caution or inhibition relates.

22. *No list of cautions or inhibitions to be printed or published.*] No person shall print, or publish, or circulate any copy or statement, or notice of the contents of any caution or inhibition, nor any list of cautions or inhibitions, and any person who acts contrary to this provision shall be liable to a penalty of ten pounds for each caution or inhibition as to which this provision is contravened, which penalty may be recovered as liquidated damages by the person restrained.

23. (1) *Vendor to be bound to vacate cautions and inhibitions.*] A person who has contracted to sell an estate shall, notwithstanding any agreement to the contrary, be bound to procure all cautions and inhibitions, so far as they affect the estate sold, to be vacated, and to produce, before completion of the sale, an office copy of a certificate of search, whereby it appears that there is not, at the time of completing the sale, any caution or inhibition in force affecting the estate:

(2) *Certificate of search to be a document of title.*] Such office copy shall be deemed a document of title, and shall be subject to the same rights and incidents as instruments of title under seal.

Searches.

24. (1) *How requisitions for searches may be made.*] Any person requiring search to be made, or requiring an office copy of a certificate of search for cautions or inhibitions may deliver at the office of, or send by post to, the Registrar a requisition or application in that behalf:

(2) *Form of requisition.*] The requisition or application shall be in writing in the prescribed form and the prescribed fee shall be paid thereon:

(3) *Certificates of search, how to be made.*] The Registrar shall cause the search required to be diligently made, and shall make and file in the office a certificate, in the prescribed form, setting forth the result of the search, and shall deliver to the person making the requisition, or any subsequent applicant, on his attending at the office of Land Registry for the purpose, or shall, if so required in writing, send to him through the

post to his address, as stated in the requisition or application, an office copy of the certificate, which copy shall be evidence of the certificate:

(4) *Time limited for delivery or sending office copy certificate.*] The office copy of a certificate shall be ready to be delivered out of the office before five o'clock in the afternoon, or, if required to be sent by post, shall be posted by the general post on the day (other than Sunday, Christmas Day, and Good Friday) next after the requisition or application is received by the Registrar, and if not so ready or posted the fee paid shall be returned; and the office copy shall be ready for delivery or be posted as soon as may be:

(5) *Requisition received.*] A requisition received after twelve o'clock at noon shall be considered as received before that hour on the next day (other than Sunday):

(6) *Certificate conclusive in favour of a purchaser.*] In favour of a purchaser the certificate, according to the tenor thereof, shall be conclusive, affirmatively or negatively, as the case may be:

(7) *As to default by officers.*] Any officer, clerk, or person employed in the office who commits or is party or privy to any act of fraud, or collusion, or is wilfully negligent in the making of or otherwise in reference to a certificate or office copy under this section, shall be guilty of a misdemeanour:

(8) *Solicitors and persons in fiduciary position not answerable for errors.*] A solicitor or a trustee, executor, administrator, agent, or other person in a fiduciary position shall not be answerable in respect of any loss which occurs by reason of error in a certificate, or office copy of a certificate.

Rules.

25. (1) *By whom rules to be made.*] Subject to the provisions of this Act the Lord Chancellor, with the advice and assistance of the Registrar and of the President for the time being of the Incorporated Law Society, and one of the Conveyancing Counsel of the Court to be appointed as provided by Section 4 of the Supreme Court of Judicature Act, 1894, and instead of the two persons there named, may make general rules in respect to the following matters:—

(i.) *Matters to be provided for by rules.*] The lodging of cautions and inhibitions, and the mode in which the Registers thereof are to be kept, and the mode in which the persons by whom searches are to be made:

(ii.) The forms of cautions, inhibitions, and notices, and the form of requisitions for and certificates of search, and any other forms which may be deemed necessary:

(iii.) The precautions (if any) to be taken to prevent search by or on requisitions from a person having no sufficient interest in making, or authority to make, a search, including a prohibition of any search except on requisition to the Registrar:

(iv.) Any other matter or thing relating to or connected with cautions or inhibitions which it may be expedient to prescribe by rule.

(2) *Rules to be deemed rules of Court.*] Rules so made under this section shall be deemed rules of Court within Section 17 of the Appellate Jurisdiction Act, 1876, as altered by Section 19 of the Supreme Court of Judicature Act, 1881, and by Section 4 of the Supreme Court of Judicature Act, 1894.

26. (1) *Rules may be made as to fees.*] The Lord Chancellor may, from time to time, with the consent of the Treasury, make rules with respect to the fees payable at the Land Registry Office in all matters relating to or connected with cautions and inhibitions; and so that the amounts of such fees shall be fixed from time to time at amounts estimated to be sufficient to discharge the working expenses in connection with cautions and inhibitions, and no more:

(2) *Fee for lodging caution to include fee for notice.*] The fee paid on lodging a caution shall include the fee for sending notice under the caution, and every such notice shall be sent without any further fee being required to be paid:

(3) *Fee for substituted caution.*] One half or some other prescribed portion only of the ordinary fee for a caution shall be charged in respect of a substituted caution.

District Registries.

27. (1) *County registries may be established by Order in Council.*] Orders in Council may from time to time be made for effecting the following objects, and may from time to time be revoked, and such orders shall have effect accordingly, that is to say:—

(i.) A County Court Registrar having an office within any county may be appointed to be the District Registrar of Cautions and Inhibitions under this Act, in respect of all land within the county, including any adjoining city or county of a city or county of a town:

(ii.) A District Registrar may be appointed for each riding of the County of York, and the Registrar of Deeds for any riding may be appointed District Registrar for that riding:

(iii.) The County of Lancaster may be divided into two or more districts, and a separate Registrar, being either a County Court Registrar or some other person, may be appointed for each district:

(iv.) A separate District Registrar, being either a County Court Registrar or some other person having an office within the district, may be appointed for each of the districts of the City of London, the City of Manchester, or the City of Liverpool.

(2) *Duplicate to be lodged with District Registrar.*] When an Order in Council has been made constituting a District Registrar for a county, or riding or other district, then from and after a day to be mentioned for the purpose in the Order a duplicate copy of every caution or inhibition

affecting land within that district which has been lodged with the Registrar, shall be lodged by the cautioner or inhibitor with such District Registrar, and a caution or inhibition of which a duplicate copy is not so lodged shall have no effect:

(3) *Note of vacation to be sent by Registrar.*] The Register for the District shall be kept at the office of the District Registrar, and the Registrar shall send by post to the District Registrar a note of every caution and inhibition vacated as to land within his district, and the District Registrar shall enter such note on his register.

28. (1) *Provisions of the Act as to Principal Registry to apply to County Registry.*] All the provisions of this Act, and all rules made under this Act, as to cautions, inhibitions, notices, and requisitions for search, certificate of search, fees, and other matters connected with cautions and inhibitions lodged with the Registrar at the office of Land Registry, shall apply and have effect with respect to duplicate cautions and inhibitions lodged with a District Registrar, and additional, or separate, or different rules may also be made in reference to District Registrars:

(2) *Vacation only by Registrar.*] Provided that a notice sent for the purpose of vacating a caution shall be sent, and cautions and inhibitions shall be vacated, only by the Registrar, and not by the District Registrar.

IX.—EXCEPTIONS AND RESERVATIONS.

29. Notwithstanding anything in this Act contained, the following exceptions and reservations shall have effect:—

(i.) *Existing powers preserved.*] All powers over an estate conferred by any Statute, passed before the commencement of this Act, or conferred by any instrument, not testamentary, executed before the commencement of this Act, or by the will of any person dead before the commencement of this Act, shall remain in force and may be exercised in like manner and with the same effect as if this Act had not been passed:

(ii.) *Estate owner to convey.*] Provided that, except in the case where, at the time of the commencement of this Act, an infant is the tenant for life within the meaning of the Settled Land Acts, an estate the subject of a settlement, or of a settlement deemed to be existing under section 63 of the Settled Land Act, 1882, shall not be capable of transfer by any person other than the estate owner:

(iii.) *Powers of appointment.*] Provided also that, when a power authorizes the appointment or creation of an estate, no other interest shall be appointed or created thereunder except an estate or fiduciary rights, but any interest authorized to be appointed or created, other than an estate, may be appointed or created by means of a corresponding fiduciary right:

(iv.) *Instruments of disposition.*] This Act shall not enable an interest in land to be disposed of by any instrument other than an instrument by which such interest could have been disposed of if this Act had not been passed:

(v.) *Existing rights preserved.*] This Act shall not prejudice or affect any charge, interest, or right vested in any person other than the estate owner at the time of the commencement of this Act upon, in, or to an estate:

(vi.) *Possession of documents.*] This Act shall not prejudice or affect the right or interest of any person arising out of or consequent on possession by him of any documents relating to an estate, not affect any question arising out of or consequent upon any omission to obtain, or any other absence of, possession by any person of any documents relating to an estate:

(vii.) *Certain leasing powers preserved.*] All leases for a term of years absolute authorized under the powers conferred by the Conveyancing and Law of Property Act, 1881, or the Settled Land Act, or any other statutory power, or any instrument, may be granted by the person empowered to grant the same, whether being the estate owner or not, in like manner and with the same effect as if this Act had not been passed:

(viii.) *Power to grant renewals of existing renewable leases, and to perform existing contracts.*] There may be made any disposition properly required in order specifically to perform a covenant, contained in a lease for life or lives or for years determinable with life or lives granted before the commencement of this Act, for renewal of the lease, or to perform any other contract entered into before the commencement of this Act:

(ix.) *Jurisdiction of Court in cases of fraud not to be affected.*] The jurisdiction of any Court to rectify any instrument or to declare any disposition fraudulent and void or to grant relief in case of any fraudulent or wrongful act or dealing, or in case of negligence or error shall not be prejudiced or affected:

(x.) *Operation of Statutes of Limitation, &c., preserved.*] All Statutes already passed, or hereafter to be passed, for the limitation of actions, or suits, relating to land, or easements, or rights, over or in respect to land, or relating to the acquisition of easements or rights over or in respect to land, shall continue in full force and operation, and have the same effect and result as if this Act had not been passed.

X.—MISCELLANEOUS.

30. *Estate owner to be liable for a wrongful disposition.*] An estate owner, between himself and persons whose estates or fiduciary rights are capable of being defeated by his disposition, shall be bound to make rightful dispositions only, and shall be liable as a trustee for any wrongful disposition in like manner and to the same extent as if this Act had not been passed:

31. *Covenants may be made binding on estates.*] An estate owner may, by covenant or agreement, relative to user of the land, bind the estate to the

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THE SOLICITORS' JOURNAL.

[Vol. 40.] 177

same extent and in the same manner as that estate could have been bound by an owner thereof if this Act had not been passed.

32. *Interests in land to be disposed of in like manner as before the Act.*] Except so far as by this Act expressly provided to the contrary in the case of estates, all estates, fiduciary rights, and other interests in land may be transferred, or created, or otherwise disposed of or dealt with, in like manner, and by the like instruments or modes of assurance, and shall devolve in like manner, and shall be subject to the same rules of law and equity as if this Act had not been passed.

33. (1) *Notice of a disposition where there is a common title.*] Where land having a common title with other land is disposed of to a person other than a lessee, who does not obtain possession of all or some of the documents forming the common title, such person, notwithstanding any agreement to the contrary, may require that a memorandum giving notice of the disposition to him and of any provision therein restrictive of user of, or giving rights over, any other land comprised in the common title, shall be annexed or attached to, or, with the consent of the person who makes the disposition, indorsed on some one document selected by the purchaser, but which is retained in the possession or power of the person who makes the disposition, and being or forming part of the common title:

(2) *Title not to be affected.*] The title of any person omitting to require an annex or indorsement shall not, by reason only of this enactment, be prejudiced or affected by the omission.

34. *Purchasers not liable to claims for succession duty.*] The disposition of an estate in favour of a purchaser shall operate to vest the estate in him, free from all claims of Her Majesty and her successors for estate duty, succession duty, legacy duty, and every other duty payable on death, and from all Crown debts, and all other claims on the part of the Crown which are not paramount interests affecting the estate; and the estate owner making the disposition, and the funds and other property derived from the disposition, shall alone remain liable in respect of all such duties, debts, and claims.

35. (1) *Form of instruments and abstracts of title.*] Instruments and abstracts of title may be framed in the mode and on the principles indicated in the Schedules to this Act, and in particular, where title is shown to an estate, it shall be deemed not necessary or proper to include in the abstract of title an instrument relating only to fiduciary rights, or to any estate which has been overreached or displaced by a disposition of the estate to which title is being shewn:

(2) *Indemnity to solicitors.*] A solicitor delivering an abstract framed in accordance with this section shall not incur any liability on account of an omission to include therein an instrument which, under this section, is to be deemed not necessary or proper to be included.

LEGAL NEWS.

APPOINTMENTS.

MR. STEPHEN GEORGE SALL, barrister-at-law, has been appointed one of the Judges of the High Court of Judicature at Fort William, in Bengal, in the place of Mr. J. F. Norris, Q.C., who has been permitted to resign his office.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

EDWARD HOLME WOODCOCK and JAMES JOHN PENNY, solicitors (Woodcock & Penny), Southport and Wigan. Dec. 31. The said James John Penny retiring therefrom, the business of the said firm will in future be carried on by the said Edward Holme Woodcock.

WILLIAM JOHNS GRAY and LOFTUS DACRE TOTTENHAM, solicitors (Gray & Tottenham), formerly at 32, Old Jewry, and lately at Finsbury-circus-buildings, London. Dec. 25.

JOHN HENRY JAMES, ROMER WILLIAMS, HENRY ASHWORTH JAMES, and ARCHIBALD HERRBERT JAMES, solicitors (Williams & James), Norfolk House, Thames-embankment, London. Dec. 31. So far as regards the said John Henry James and Henry Ashworth James.

SAMUEL FIELD, MARK FIELD, and ARTHUR McDONALL HANNAY, solicitors (Field, Son, & Hannay), Liverpool. Dec. 31.

HARRY JAMES LEWIS and HERBERT HUNTLERY BOORNE, solicitors (Lewis & Boorne), 55 and 56, Chancery-lane, and 9a, Sackville-street, London. Dec. 14. [Gazette, Jan. 4.

JOHN FARDELL and PHILIP JOSEPH CANNING, solicitors (Fardell & Canning), Mitre-chambers, Temple, London. Nov. 15. The said business will in future be carried on by the said Philip Joseph Canning alone, under the firm of Fardell & Canning. [Gazette, Jan. 7.

INFORMATION WANTED.

Wanted, a Will or Codicil of RICHARD HENRY COAD, late of Aldersgate-street, Farringdon-street, and Carn Brae, Bromley, Kent, Tobacco Manufacturer, dated since July 13, 1883. Anyone having same please apply to Messrs. E. C. Kilsby & Son, solicitors, 21, College-hill, Cannon-street, London, E.C.

GENERAL.

An Ayr correspondent of the *Evening Standard* of Thursday telegraphed that Lord Blackburn died at his residence, Toonholm, Alloway, Ayrshire, on Wednesday night, aged 82.

The Publishers' Circular says that there were only 57 new law books published in 1895, as against 128 published in 1894. There were, however, 33 new editions of law books published in 1895, as against 23 new editions published in 1894.

A correspondent of the *Times*, referring to previous complaints of delays in the office of the Charity Commissioners, says: "Mr. Cann must not be impatient. I went through all he has gone through, and eventually reached the point when it only remained to pay over a sum of money in exchange for a deed. The execution of this deed by the Commissioners took exactly nine months and fourteen days."

MR. C. J. Stewart, Senior Official Receiver in Companies Liquidation, writes to the *Times* as follows:—"I beg to inform you that the Board of Trade has been advised by counsel that the official receiver is exceeding his statutory duties if he circulates to persons, other than creditors and contributors, the observations on the statement of affairs issued from this department, and may on this ground incur personal liability. I regret that I am therefore unable in future to supply your representative with a copy of the observations on the statement of affairs of companies ordered to be wound up."

Few people are aware, says the *Westminster Gazette*, of the fact that the site of Johannesburg and a large tract of the surrounding land was once bought for £350. But such was the case, and the purchaser now lies a confirmed invalid in the workhouse infirmary at Guildford. Before the Transvaal was made over to the Boers he purchased for £350 some 15,000 acres of land near the source of the Crocodile, better known as the Limpopo, where he made up his mind ultimately to settle. But war broke out, and he took up arms against the Boers and formed one of the party who held Pretoria. In 1880, when the Republic was declared, he refused to accept service under President Kruger, the result being that his land, now estimated to be worth many millions sterling, was forfeited.

MR. THOMAS COUSINS, of Portsmouth, writes to the *Times* as follows:—"In the report in the *Times* of yesterday of the adjourned hearing of *Rey. v. Mortimer Daniel Skates and Others* at Bow-street on Tuesday last, Mr. Mathews, the counsel for the prosecution, informed the magistrate that he had consulted Mr. Justice Hawkins, and that the learned judge had expressed an opinion that, under the 19th section of Jarvis's Act, 11 & 12 Vict. c. 42, 'it was plain that the magistrate had the power, if he pleased, and considered such a course advisable, to hear the case with closed doors.' The prisoners in this case are charged with an indictable offence, and no doubt by the above enactment it was provided that the room or building in which magistrates heard charges of indictable offences was not to be deemed an open court for that purpose. But, with all deference to so eminent an authority as the learned judge, I venture to submit that this is not the law at the present time, and that the above clause has been repealed by implication. By the Summary Jurisdiction Act, 1879, s. 20, sub-section 1, a case arising under that Act or any other Act, whether past or future, shall not be heard, tried, determined, or adjudged by a court of summary jurisdiction except when sitting in open court. And by 52 & 53 Vict. c. 63, a court of summary jurisdiction means 'any justice or justices or other magistrate to whom jurisdiction is given by, or who is authorized to act under, the Summary Jurisdiction Acts, or any of them, or under any other Act, or by virtue of his commission, or under the common law.' This enactment is clearly wide enough to include a magistrate when hearing a charge of an indictable offence. Therefore, when so acting, he is a court of summary jurisdiction, and is bound to sit in open court, and cannot hear the case with closed doors. The view above expressed is adopted by Mr. Kennett, the learned editor of 'Stone's Justices' Manual' (26th ed., p. 16, n. (e)) and other authorities. The importance of the point to justices throughout the country is my reason for troubling you with this communication."

COURT PAPERS.

SUPREME COURT OF JUDICATURE

NOTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHERRY.	Mr. Justice NOONE.
Monday, Jan.	13	Mr. Ward	Mr. Godfrey
Tuesday	14	Pemberton	Leach
Wednesday	15	Ward	Godfrey
Thursday	16	Pemberton	Leach
Friday	17	Ward	Godfrey
Saturday	18	Pemberton	Leach
		Mr. Justice STIRLING.	Mr. Justice KERRIDGE.
Monday, Jan.	13	Mr. Rolt	Mr. Pugh
Tuesday	14	Farmer	Beal
Wednesday	15	Rolt	Pugh
Thursday	16	Farmer	Beal
Friday	17	Rolt	Pugh
Saturday	18	Farmer	Carrington

HILARY Sittings, 1896.

COURT OF APPEAL.

APPEAL COURT I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

App motions ex parte—
mots — apps. from ordin.
made on interlocutory mots
& new trial pa if required.
Tuesday 14 |

Tuesday 14 |

Wednesday 15 |

Wednesday 15 |

Thursday 16 |

Thursday 16 |

New trial paper

same must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper.

LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Sat., Jan. 11	{ Mots, sht caus, and unopposed pets
Monday.....15	Sitting in chambers
Tuesday.....16	General paper
Wednesday.....17	Mots, adj sums, and gen pa
Thursday.....18	Sht caus, pets, adj sums, and gen pa
Friday.....19	Sitting in chambers
Saturday.....20	Mots, adj sums, and gen pa
Monday.....21	Sitting in chambers
Tuesday.....22	General paper
Wednesday.....23	Mots for Kekewich, J., and gen pa
Thursday.....24	Mots, adj sums and gen pa
Saturday.....25	Sht caus, pets (including unopposed pets for Kekewich, J.), adj sums, and gen pa
Monday.....27	Sitting in chambers
Tuesday.....28	General paper
Wednesday.....29	Mots for Kekewich, J., and gen pa
Thursday.....30	Mots, adj sums and gen pa
Friday.....31	Sht caus, pets (including unopposed pets for Kekewich, J.), adj sums, and gen pa
Sat., Feb. 1	
Monday.....3	Sitting in chambers
Tuesday.....4	
Wednesday.....5	
Thursday.....6	Witness actions
Friday.....7	
Saturday.....8	
Monday.....10	Sitting in chambers
Tuesday.....11	
Wednesday.....12	
Thursday.....13	Witness actions
Friday.....14	
Saturday.....15	
Monday.....17	Sitting in chambers
Tuesday.....18	
Wed.....19	General paper
Thursday.....20	
Friday.....21	Mots, adj sums, and gen pa
Saturday.....22	Sht caus, pets, adj sums, and gen pa
Monday.....24	Sitting in chambers
Tuesday.....25	
Wed.....26	General paper
Thursday.....27	
Friday.....28	Mots, adj sums, and gen pa
Saturday.....29	Sht caus, pets, adj sums, and gen pa
Mon., Mar. 2	Sitting in chambers
Tuesday.....3	
Wed.....4	General paper
Thursday.....5	
Friday.....6	Mots, adj sums, and gen pa
Saturday.....7	Sht caus, pets, adj sums, and gen pa
Monday.....9	Sitting in chambers
Tue.....10	
Wed.....11	General paper
Thursday.....12	
Friday.....13	Mots, adj sums, and gen pa
Saturday.....14	Sht caus, pets, adj sums, and gen pa
Monday.....16	Sitting in chambers

COURT OF APPEAL.

HILARY SITTINGS, 1896.

APPEAL COURT I.—NOTICES.

Queen's Bench interlocutory appeals will be taken in Court I. on Monday, Jan. 13, and afterwards on every Monday in Hilary Sittings. Bankruptcy appeals will be taken on Friday, Jan. 17, and following Fridays.

Queen's Bench final appeals and new trial motions will be taken in Court I. in alternate weeks during the Sittings. New trial motions will be taken in Court I. on Monday, Jan. 13, and following day in that week. Final Appeals in the second week.

On Mondays and Fridays final appeals or new trial motions will be taken, if there are not enough interlocutory or Bankruptcy appeals for a day's Paper.

Admiralty appeals (with assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Monday, Jan. 13, and afterwards on every Wednesday in Hilary Sittings.

N.B.—Subject to Chancery interlocutory appeals on Wednesdays, Chancery final appeals will be taken every day in Court II. until further notice.

N.B.—When the interlocutory appeals are not enough for a day's paper, Chancery final appeals will be added on interlocutory days.

Tuesday.....17	
Wednesday.....18	{ General paper
Thursday.....19	Mots, adj sums, and gen pa
Friday.....20	Sht caus, pets, adj sums, and gen pa
Saturday.....21	Sitting in chambers
Monday.....23	
Tuesday.....24	{ General paper
Wednesday.....25	Mots, adj sums, and gen pa
Thursday.....26	Sht caus, pets, adj sums, and gen pa
Friday.....27	
Saturday.....28	{ General paper
Monday.....29	Sitting in chambers
Tuesday.....30	
Wednesday.....31	{ General paper
Thursday.....1	Mots, adj sums, and gen pa
Friday.....2	Sht caus, pets, adj sums, and gen pa
Saturday.....3	
Monday.....5	Sitting in chambers
Tuesday.....6	
Wednesday.....7	{ General paper
Thursday.....8	Mots, adj sums, and gen pa
Friday.....9	Sht caus, pets, adj sums, and gen pa
Saturday.....10	
Monday.....12	Sitting in chambers
Tuesday.....13	
Wednesday.....14	{ General paper
Thursday.....15	Mots, adj sums, and gen pa
Friday.....16	Sitting in chambers

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, Jan. 16, Thursday, Feb. 6, and Thursday, March 5.

SPECIAL NOTICE.—In consequence of the limited state of the Chancery Appeal list, the above general arrangement will be subject to modification by the judges, of which due notice will appear in the daily cause list.

FROM THE CHANCERY DIVISION.

Judgments Reserved.

(Final List.)

Cunnack v Edwards app of Attorney-Gen from order of Mr. Justice Chitty, dated March 23, 1895 (restored) c.a.v. Nov. 4 (Present, the Lord Chancellor, Lord Justice A. L. Smith and Lord Justice Rigby) In re De Hoghton De Hoghton v De Hoghton app of the Commissioners of Inland Revenue from order of Mr Justice Stirling, dated June 19, 1895 c.a.v. Nov. 15 (Present Lord Herschell, Lord Justice A. L. Smith and Lord Justice Rigby)

James v The Buena Ventura Nitrate Grounds Syndicate Ltd app of plt from order of Mr. Justice Chitty, dated Aug 2, 1895 c.a.v. Dec. 7 (Present Lord Herschell, Lord Justice A. L. Smith, and Lord Justice Rigby)

FROM THE CHANCERY DIVISION.

(Final List.)

1895.

Hodgson v De Veysey app of deft Alice De Veysey from order of Mr. Justice North, dated March 20, 1895 (£100 security ordered) July 16

In re Vaughan Hughes Lark v Vaughan Hughes app of plts from order of Mr Justice Kekewich, dated June 20, 1895 pt hd (s.o., by order, Nov. 14, 1895) July 24

In re Same Same, v Same app of defts, Lark, Sons, & Co, Ltd, from order of Mr. Justice Kekewich, dated June 20, 1895 pt hd (s.o., by order, Nov. 14, 1895) August 2

In re Whettam, Parsons v Donnithorne app of defts, N. Donnithorne and anr from order of Mr Justice North, dated May 3, 1895 Aug 9

Chillingworth v Chambers app of plt R. J. Chillingworth from order of Mr Justice North, dated Aug 7, 1895 (Jan. 20) Aug 23

In re Skulbeck Dyson v Wrigley app of deft John Pearson Crosland from order of Mr. Justice Kekewich, dated June 15, 1895 (not before February) October 2

In re Jordan Sergeantson v Stokes app of plt from amended Off Ref's report, dated July 1, 1895 October 19

In re Same Same v Same app of defts from same report, dated July 1, 1895 October 19

In re Same Same v Same app of defts from judge of Mr Justice Kekewich, dated June 27, 1893 restored after Off Ref's report, by order, dated May 24, 1894

In re The Common Petroleum Engine Co Ltd & Co's Acts, 1862 to 1890 app of George Endin, liquidator of Co from order of Mr Justice Romer (sitting for Mr Justice Vaughan Williams), dated August 5, 1895 Oct 21

Powell v Birmingham Vinegar Brewery Co Ltd app of defts from order of Mr Justice Stirling, dated Oct 29, 1895 Nov 19

Horrocks v Stubbs app of plt from order of Mr Justice Kekewich, dated Nov 30, 1895 Dec 6

In re A Contract between Johnston & Lang & V & P Act, 1874 app of T. Johnston from order of Mr Justice Kekewich, dated Nov 20, 1895 Dec 5

Peek v Ray app of plt from order of Mr Justice Romer, dated June 27, 1895 Dec 11

In re Hubbuck Hart v Stone app of plt E. E. Stone from order of Mr Justice Stirling, dated Nov 13, 1895 Dec 14

In re Pitcairn Brandreth v Colvin app of plt from order of Mr. Justice North, dated Nov 5, 1895 Dec 16

Miller v Collins app of deft from order of Mr. Justice Stirling, dated Nov 9, 1895 Dec 17

Hurlstone v Ashton app of defts A. Godwin & ors from order of Mr Justice Kekewich, dated Dec 7, 1895 (order not perfected) Dec 20

In re Mason's Orphanage & the London & North Western Ry Co & V & P Act, 1874 app of W. L. Barber & ors from order of Mr. Justice Stirling, dated Oct 31, 1895 Dec 20

Edgar v Jacobs app of deft G. S. Jacobs from order of Mr. Justice Kekewich, dated Nov 27, 1895 Dec 20

In re Austen Austen v Austen app of defts G. F. Austen (widow) & anr from order, dated Oct 28, 1895 Dec 20

In re Holt & Co's Trade Mark & Patents, Designs, &c. Acts app of Messrs Holt & Co from order of Mr Justice North, dated Nov 30, 1895 (order not perfected) Dec 20

In re Hill Hill v Goodwyn app of deft A. H. Goodwyn from order of Mr Justice Kekewich, dated Dec 5, 1895 Dec 24

The Liquidation Estate Purchase Co Ltd v Willoughby app of plt Co from order of Mr Justice North, dated July 10, 1895 Dec 24

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

In re Whalley Whalley v Lancashire, &c. Co Ltd app of defts R. E. Gardner & anr from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Aug 8, 1895 Oct 10

Norton v The Manchester, Sheffield, & Lincolnshire Ry Co app of the defts, The Manchester, Sheffield, &c., Ry Co, from order of the Vice-Chancellor of the County Palatine of Lancaster, dated August 9, 1895 Oct 17

Walker v Dodds app of deft Martha Anne Wroe from two orders of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov 12, 1895 Nov 26

Kennedy v De Trafford app of defts the Rt. Hon. Mary Annette De Trafford & anr from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov 25, 1895 (order not perfected) Nov 27

Kennedy v De Trafford app of deft J B Dodson from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov 25, 1895 (order not perfected) Dec 10

In re Thomas Fare, dec app of H Gardner & ors from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Aug 7, 1895 Dec 20

Attorney-General of the Duchy of Lancaster v The Liverpool New Cattle Market Co app of defts from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov 26, 1895 Dec 21

In re Bennet Jones v Bennett app of deft, E M Bennett, from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov 25, 1895 Dec 31

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

In re A E Fenton, gent (one, &c.) app of M Cathcart, in person, from order of Mr Justice Stirling, dated Nov 14, 1895 Dec 7 (s o for security for costs)

Drew v Paine app of deft from order of Mr Justice North, dated Dec 4, 1895 Dec 11

In re Newton, infants app of John Newton from order of Mr Justice Kekewich, dated Dec 3, 1895 Dec 17

Boyd v Bischoffshein app of plt from order of Mr Justice North, dated Dec 16, 1895 (order not perfected) Dec 21

Goucher v Laing app of plts from order of Mr Justice Kekewich, dated May 29, 1895 (set down by leave of Court of Appeal) order not perfected) Dec 24

FROM THE QUEEN'S BENCH DIVISION.

Judgments Reserved.

(Final List.)

Attorney-General v Baron Sudeley app of the informant from jdgt of the Lord Chief Justice and Mr Justice Charles, dated Aug 8, 1895 (c a v Dec 5)

Branson & anr v Lamport & Holt app of dfts from jdgt of Justices Grantham and Lawrence, dated Aug 8, 1895 (c a v Dec 9)

(Interlocutory List.)

The London County Council, aplts v The Churchwardens, &c. of the Parish of Lambeth, in the County of London, resps (Crown side) app of aplts from order of Baron Pollock and Mr Justice Wright, dated Aug 8, 1895 (c a v Dec 17)

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1895.

Malcolm v Armstrong app of pltf from jdgt of Mr Justice Day, dated May 17, 1895, at trial without a jury, Middlesex May 25 (security ordered)

Dugdale v Hutch Bank Manufacturing Co, & anr app of pltf in person from jdgt of the Lord Chief Justice, dated March 2, 1895, at trial without a jury (Salford Division) June 1 (security ordered)

Keys v Anglo-Russian Oil Co app of defts from jdgt of Mr Justice Kennedy, dated Aug 9, 1895, at trial without a jury, Birmingham Sept 6

Foxwell & ors v Van Grutten app of deft from jdgt of Mr Justice Vaughan Williams, dated Aug 12, 1895, at trial with special jury, Bodmin Oct 10

Price, Walker & Co ld v Webb app of dft from jdgt of Mr Justice Charles, dated Aug 8, 1895, at trial without a jury, Birmingham Oct 15

Crawford v Wilson, Sons, & Co app of plts from jdgt of Mr Justice Mathew, dated Nov 4, 1895, at trial without a jury, Middlesex Nov 7

Turner v Roberts app of plts from jdgt of Mr Justice Wright, dated Oct 31, 1895, at trial without a jury, Middlesex part heard Nov 14

Macrory v Gibbon app of dft from jdgt of Mr Justice Wright, dated Nov 1 1895, at trial without a jury, Middlesex Nov 15

Cubison v Mayo app of deft from jdgt of Mr Justice Day, dated Nov 6, 1895, at trial without a jury, Middlesex, and cross-notice of app of plt, dated Nov 20, 1895 Nov 16

City of Gloucester, Parish of St Nicholas Registration app Clutterbuck, aplt v Taylor & anr, respondents (Crown Side) app of aplt from jdgt of Lord Chief Justice & Justices Grantham & Vaughan Williams, dated Nov 11, 1895 Nov 18

Towington v Sheridan app of deft from jdgt of Mr Justice Mathew, dated Nov 5, 1895 (security ordered) Nov 23

Sharp v Sharp & Co ld app of defts from jdgt of Mr Justice Mathew, dated Nov 16, 1895 Nov 27

Reynard v Rising & anr app of C W Perryman from jdgt of Mr Justice Mathew, dated Nov 27, 1895, at trial without a jury, Middlesex Dec 3

Drax v Ffooks (Crown Side) app of aplt from jdgt of the Lord Chief Justice & Justices Grantham & Vaughan Williams, dated Nov 11, 1895 Dec 5

Hunt, Cox & Co v Chamberlain app of deft from judgment of Mr Justice Mathew, dated Dec 2, 1895, at trial without a jury, Middlesex Dec 10

Copping v Kennard app of plts from judgment of Mr Justice Wright, dated Nov 28, 1895, at trial without a jury, Middlesex Dec 11

Gaskell & anr v Gosling app of deft from jdgt of the Lord Chief Justice dated Dec 2, 1895, at trial without a jury Dec 14

Pitman v Norris app of deft from jdgt of Mr. Justice Mathew, dated Nov 28, 1895, at trial without a jury, Middlesex Dec 17

Thomas & anr v Eldrid app of dft from jdgt of Mr. Justice Lawrence, dated Dec 9, 1895, at trial without a jury, Middlesex Dec 17

Louis, Roth & Co ld v Tayson, Townsend & Co app of dfts Grant & Graham from jdgt of Mr Justice Mathew, dated Nov 12 and Dec 12, 1895, at trial without a jury, Middlesex Dec 18

Thompson & Sheckell ld v Veale app of dft from jdgt of Mr Justice Lawrence, dated Nov 26, 1895, at trial without a jury, Cardiff Dec 19

Dove & ors v Bell app of dft from jdgt of Mr Justice Wills, dated Dec 13, 1895, at trial without a jury, Middlesex Dec 20

Tomlinson v Broadsmit & anr app of dfts from jdgt of Mr Justice Kennedy, dated Dec 5, 1895, at trial with specail a jury, Manchester Dec 21

Watson, Todd & Co v Midland Railway Co (Railway & Canal Commission) app of applicants from jdgt of Mr Justice Collins, the Right Hon Sir Frederick Peel, and the Right Hon Viscount Cobham, dated Dec 11, 1895

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

With Nautical Assessors.

1895.

The Linnet—1895.—Folio 140 (damage) Owners of Helen Craig v Owners of Linnet app of defts from jdgt of Mr Justice Barnes, dated July 24, 1895 Aug 6

The Turkistan—1895—folios 368 and 375 (consolidated) Owners of Edam & ors v Owners of Turkistan (damage) app of defts from order of the President, dated Oct 30, 1895 Nov 15

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1895.

The Mayor, &c., of London v Barnes appn of plts for judgment or new trial on app from verdict and judgt, dated July 18, 1895, at trial before Mr Justice Wright and special jury, Middlesex (deft Barnes dead) July 26

Lee v Hammatt appln of pltf for judgt or new trial on appl from verdict and judgt, dated Nov 23, 1895, at trial before Mr Justice Lawrence and common jury, Glamorgan Dec 7

Sedgwick v Matthews appln of Deft for judgt or new trial on appl from verdict and judgt, dated Nov 25, 1895, at trial before Mr Justice Lawrence and common jury, Cardiff Dec 12

Ruffhead & anr v Kemp & anr app of dft from judgt or new trial on app from verdict and judgt, dated Nov 25, 1895, at trial before the Lord Chief Justice and special jury, Middlesex Dec 13

Powell v Powell app of dft for judgt or new trial on app, from verdict and judgt, dated Dec 11, 1895, at trial before the Lord Chief Justice and special jury, Middlesex Dec 20

Andrews v Mockford app of dfts W G Mockford and anr for judgt or new trial on app from verdict and judgt, dated Dec 11, 1895, at trial before the Lord Chief Justice and special jury, Middlesex Dec 20

Target v Jackson app of dft for judgt or new trial on app from verdict and judgt, dated Dec 13, 1895, at trial before the Lord Chief Justice and special jury, Middlesex Dec 21

FROM THE QUEEN'S BENCH DIVISION.

(In Bankruptcy.)

1895.

In re Salomon (expte A Salomon & Co) from an order of Mr Registrar Giffard dismissing petition

In re a Bankruptcy Petition (expte The Petitioning Creditor) from an order of Mr Registrar Linklater, dated Nov 14, dismissing petition

In re Devas, F S A (expte Official Receiver, Trustee) from an order of Mr. Justice Vaughan Williams, dated Nov 14, 1895

FROM THE QUEEN'S BENCH DIVISION.

(INTERLOCUTORY LIST.)

1895.

Hood Barrs v Cathcart app of deft in person from order of Mr Justice Hawkins, dated Sept 30, 1895 (security ordered) Oct 7

Norman v Cathcart app of deft in person from order of Mr Justice Hawkins, dated Sept 30, 1895 (security ordered) Oct 7

La Sociedad Anonima Astilleros del Nervion v C Cammell & Co ld app of plts from order of Mr Justice Wright, dated Nov 6, 1895 Nov 20

Ikin v Willey app of deft from order of Mr Justice Lawrence, dated Dec 5, 1895 Dec 13

Blanc v Langton app of deft from order of Mr Justice Lawrence, dated Dec 12, 1895 Dec 16

Jan. 11
Strutt & The Lawrence, Brotherton v dated Dec N.B.—The Final and

Motions, P stated in the Mr. Justice the disposal until Saturday, Feb petitions will Thursday, Feb Saturday, Feb witness list is other than the Tuesdays.

Mr Justice disposal of h Saturday, Feb petitions dur say, motions petitions on S

Mr Justice the disposal of Saturday, Feb petitions dur to say, motions petitions on b Daily Cause L Liverpool and Liverpool and

1. Summon Jan. 17 and I 2. Motion Saturdays, J

Mr Justice they stand in Summons Stirling, and during the si Summons list as follows procedure su Justice Stirling stated in the Justice Keke judges may c

SPECIAL N During their own wife Mr Justice beginning on 10, excepted) Mr Justice Monday Feb Mr Justice Monday, Fe Mr Justice Monday, Jan N.B.—The than those all During the motions in case but not including hearing of all petitions as follows:—

Those assig Those assig Those assig Kekewich. Those assig Stirling.

Jan. 11, 1896.

THE SOLICITORS' JOURNAL.

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Strutt v The Refuge Assurance Co Ltd app of debts from order of Mr Justice Lawrence, dated Dec 12, 1895 Dec 17
 Brotherton v Sharples app of debt from order of Mr Justice Lawrence, dated Dec 6, 1895 Dec 18
 N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to December 24, inclusive.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY Sittings, 1896.

Notices relating to the Chancery Cause List.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Hilary Sittings paper, with the following exceptions—viz.: Mr. Justice Chitty.—In consequence of Mr. Justice Chitty sitting for the disposal of his lordship's own witness list from Tuesday, Feb. 4, until Saturday, Feb. 15 (inclusive), his lordship's motions and unopposed petitions will be taken by Mr. Justice North—that is to say, motions on Thursday, Feb. 6, and Thursday, Feb. 13; unopposed petitions on Saturday, Feb. 8, and Saturday, Feb. 15. If the state of the non-witness list should permit, the witness list will be taken on some days other than those above appointed, and due notice given. When the witness list is being taken, further considerations will not be taken on the Tuesdays.

Mr Justice North.—In consequence of Mr Justice North sitting for the disposal of his lordship's own witness list from Tuesday, Feb. 4, until Saturday, Feb. 29 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Chitty—that is to say, motions on Thursday, Feb. 20, and Thursday, Feb. 27; unopposed petitions on Saturday, Feb. 22, and Saturday, Feb. 29.

Mr Justice Stirling.—In consequence of Mr Justice Stirling sitting for the disposal of his lordship's own witness list from Tuesday, Feb. 4, until Saturday, Feb. 15 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr Justice Kekewich—that is to say, motions on Thursday, Feb. 6, and Thursday, Feb. 13; unopposed petitions on Saturday, Feb. 8, and Saturday, Feb. 15. N.B.—If the state of business admits, his lordship may take the witness list on days in addition to those above appointed, of which due notice will be given in the Daily Cause List.

Mr Justice Kekewich.—The order of business before Mr Justice Kekewich will be as stated on the sittings paper. Actions for trial with witness will be taken on Tuesday, Jan. 21, and continued until the end of the following week. They may also be taken at other times and probably for another continuous fortnight. Notice will be given in the Daily Cause List.

Liverpool and Manchester Business.—Mr. Justice Kekewich will take Liverpool and Manchester business as follows:—

1. Summons in chambers will be taken on the afternoons of Fridays, Jan. 17 and Feb 7, and subsequently on alternate Fridays.

2. Motions, short causes, petitions, and adjourned summonses on Saturdays, Jan. 18 and Feb 8, and subsequently on alternate Saturdays.

Mr Justice Romer will take witness actions every day in the order as they stand in his lordship's cause book.

Summons before the judge in chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summons adjourned into court will be taken (subject to the witness list) as follows:—Mr Justice Chitty, with non-witness actions, except procedure summonses, which (if any) are taken every Saturday; Mr Justice Stirling, with non-witness actions. Mr Justice North on the days stated in the Hilary Sittings paper, and on Fridays and Saturdays. Mr Justice Kekewich on Fridays and Saturdays, and also on other days as the judge may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the judges will sit for the disposal of their own witness lists as follows:—

Mr Justice Chitty will take his witness list for the ensuing fortnight, beginning on Tuesday, Feb. 4, and will sit continuously (Monday, Feb. 10, excepted), until Saturday, Feb. 15.

Mr Justice North will begin on Tuesday, Feb. 18, and sit continuously (Monday Feb. 24, excepted) until Saturday, Feb. 29.

Mr Justice Stirling will begin on Tuesday, Feb. 4, and sit continuously (Monday, Feb. 10, excepted) until Saturday, Feb. 15.

Mr Justice Kekewich will begin on Tuesday, Jan. 21, and sit continuously (Monday, Jan. 27, excepted) until Saturday, Feb. 1.

N.B.—The Witness List will probably be taken on some days other than those above appointed, of which due notice will be given.

During the fortnight when a judge is engaged on his witness list, motions in causes or matters assigned to him (including ex parte motions, but not including motions relating to the postponement of the trial or hearing of any cause or matter in his lordship's list) and also unopposed petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr Justice Chitty will be heard by Mr Justice North. Those assigned to Mr Justice North will be heard by Mr Justice Chitty. Those assigned to Mr. Justice Stirling will be heard by Mr. Justice Kekewich.

Those assigned to Mr Justice Kekewich will be heard by Mr Justice Stirling.

Chancery Causes for Trial or Hearing.

(Set down to Dec. 24, 1895, inclusive.)

Before Mr. Justice CHITTY.

Causes for Trial (with witnesses).

In re The Sovereign Life Assurance Co & Co's Acts adjd claim (s.o. pending examin. of witnesses)

Savage v D B Harris & Sons act

In re Bligh Livesey v Hingston act

Cochrane v Exchange Telegraph Co Ltd act

In re Kay Moseley v Keyworth act

In re Ferriman Haynes v Haynes act

Thompson &c v Oliver act (not before Feb 11)

Thwaite v Coulthwaite act

In re The Ramsgate, &c Co Ltd & Co's Acts mtn (ordered to go into Witness List)

London General Omnibus Co Ltd v

Fetton act

Cochrane v Smith act

Allhusen v Trustees, Executors, &c Insc Corp'd act (transferred from Stirling, J)

Repton v Tillett act

National Dwellings Co Ltd v Corfield act

Singer Manufacturing Co v G Lewis & Co act

In re Allen Allen v Allen act (without pleadings)

In re Paya Attorney-Gen v Crowdy act

Blundell v A Paine Ltd act

Lloyd's Bank Ltd v Bullock act and counter-claim

In re Champion Champion v Gwynn act

Fortescue v Pedler act

Canning v Broad act, set down by order, dated Aug 8, 1895 (no pleadings)

James v Trustees, Executors and Securites Insc Corp'd act (transferred from Kekewich, J)

British West Australian Agency Ltd v Oxley act

Chapman v Strong & Hanbury act Tweedale v Howard & Bullough Ltd act

The Actien Gesellschaft, &c v T Remus & Burgon and Co act

Gloucestershire Banking Co Ltd v Brydges act

Thompson v Thompson act & motn for judg

In re Ingram Jones & Elven's Patent, No 1,639 of 1894 petition

Saunders v Davies act

Keymer v Atkins act

Pneumatic Tyre Co Ltd v J B Parkes & Co act

London, Edinburgh, and Glasgow Asse Co Ltd v Lindley act

Caulfield v Wood act

Davies v Bishop act

In re Wilkinson Nottingham, &c, Bank Ltd v Wilkinson act

Marriage v Praed act

Tolstoy v Speight & Son act

Tolson v Singleton & Co act

In re Wade Kerrick v Joselyn act

Murphy v Pickford act

Hughes v Hughes act & m f j

Russell v Hayward act

Turner v Tinkler act

Donaldson v Parker act

Dorman v Wheeler act

Perkins v J H Knight & Sons act

Avery v Orton act & m f j

In re Brooke Brooke v Tatham act

In re Furnidge Furnidge v Kemp act

In re Honeywood Fraser v Raynor act

In re Graham Graham v Wynne act & m f j

Wensley v Jockel act

Brown v Stedman act

Causes for Trial (without witnesses).

In re Crowther Midgley v Crowther in f j pt hd (first day of adjd sums by order)

In re Budd Budd v Budd two adjd sums (restored)

Attorney-General v Mayor of Bristol motn (turned into trial) pt hd (when ready to be mentioned, by order)

In re Page Nat Bank of Wales v Page adjd sums (first day of adjd sums by order)

In re F Oliver Millett v Oliver adjd sums

In re G Oliver Millett v Padwick adjd sums

Sanguineti v Stuckey's Banking Co adjd sums

In re Bowles Hulme v Clegg adjd sums

In re Sansom Sansom v Turner adjd sums

Industrial & General Trust Ltd v Nitro-Phosphate Syndicate Ltd in f j

In re Somes Smith v Somes adjd sums

Attorney-Gen v Governors of Christ's Hospital adjd sums

In re Broughton Peat v Harris adjd sums

In re Broughton Harris v Peat adjd sums

In re E R Smith Smith v Smith adjd sums

In re Walker In re Hodson Hodson v Hodson adjd sums

Bienenfeld v J C im Thurn & Sons act

In re Tasker Harrison v Tasker in f j

In re Seal Seal v Taylor adjd sums

In re Reeve Reeve v Smith adjd sums

In re Watson Colby v Scoby adjd sums

In re Cooch's Trusts adjd sums

In re T W Baylis, &c (taxation) adjd sums

In re Bell Chapman v Bell adjd sums

In re Dillwyn Ricardo v Woodforde adjd sums

Hopkinson v Powis adjd sums

In re Herapath Herapath v Oakes adjd sums

In re Hudson Hudson v Hudson adjd sum

Whitwham v Westminster Brymbo Coal & Coke Co Ltd motn to vary

In re Newton Hutchinson v Newton adjd sums

In re M Cathcart & Judgment Act, 1864 adjd sums

Withwham v Raikes adjd sums

In re Gonie Gonie v Gonie adjd sums

In re Myburgh Sinclair v Spence adjd sums

In re Collins Collins v Collins adjd sums

In re Stains Welley v Stains adjd sums

Wright v Law adjd sums

In re White Hodges v Fraser adjd sums

In re Todd & Allison's Contract & V & P Act, 1874 adjd sums

In re Lart Wilkinson v Blades adjd sums

In re Thoroton & Croft's Estate Wharton and Croft v West adjd sums

In re Bowes Bradley v Bowes adjd sums

In re Elliott Kelly v Elliott adjd sums

In re Earl of Devon White v Earl of Devon adjd sums

In re Topham Topham v Willett adjd sumns
In re Brockett Chamberlayne v Mervyn adjd sumns
In re Horner Fooks v Horner adjd sumns
In re Bonnin Bonnin v Bonnin adjd sumns
Gilbert v Russell adjd sumns
In re White Langridge v Langridge adjd sumns
In re Amphlett Bridge v Pitt Taylor adjd sumns
In re Clarke's Estate adjd sumns
In re Thorold Thorold v Thorold adjd sumns
Newbon v Fish Guano Co ld motn for judg (short)
Bevington v The Disc Churn Co ld motn for judg (short)
Debenture Corp v C de Murrieta & Co ld adjd sumns
Clarson v Aldritt adjd sumns
In re Vickers Strange v Phenna adjd sumns
In re Vickers Phenna v Strange adjd sumns
Norton v Dashwood act & motn for judg
In re Strutt Strutt v Irwin adjd sumns
Wynne v Tubbs act

Further Considerations.
In re Marston Marston v Cattell fur con
Hayward v Leigh fur con

Before Mr. Justice NORTH.
Causes for Trial (with witnesses).
Collins v Woodfin act
In re Evans Dyer v Swanton act
Sharp v Sharp act (J H Binns and F W Binns, bankrupts)
Sharp v Binns act (pleadings to be delivered)
In re Archer Whipp v Archer act
Richards v Ennis act & m f j
Parkes v Kershaw act & m f j
Bloxham v Elwell act
Freehold Land & Building Corp ld v Castle act
Wenham Co ld v Arculus & Co act
Dennison v Jeffs act
Notley v Broadbent act
Curtis v Thorley act
In re Hobbs Dunn v Hewitt act
Driver v The Freehold & Leasehold Investment Co ld act
Meakin v Longhurst act
Brake v Williams act
The Coventry Perseverance Co-operative Society ld v Liggins act
Fletcher v Nash & Nash act
Neill v Tharp act
Jacob v Badcock act
Childs v McVicar act
Jennings v Scott act
Valentine v Styer act without pleadings
Hammond Blott act
Nutt v Stuart act
Batten v Lock act
Wright v Baker act
Our Boys' Clothing Co ld v Holborn Viaduct Land Co ld act
In re Boyd Bartlett v Von Heidestean act
Eastern Concessions ld v Defty act
Rogers v Elyton, Burton & Co act
Oakley v Ford act
Heritage v Skinner act
High School Bedford Park ld v Richardson act
Purves v Handford act
Cumberland Union Banking Co ld v Trustee of Property of E Sweetapple act, counter-claim, & m f j

Mackenzie v Holt act
In re The Globe Blocks Gold Mining Co ld mtn ordered to go into Witness List
Bacon v Miller act plds to be delivered
McKeow v Joint Stock Institute ld act
In re Blackburn Blackburn v Blackburn adjd sumns ordered to go into Witness List
Goldsmith v Champneys act
Stone v Hance act
Mercier v Hutchings act
Windeschuegl v Hedley, jun act
Fitch v Freeman Freeman v Fitch acts consolidated
Moor v Walls act
Unsworth v Jordan act
Pegg v Corp of British Investors ld act

Point of Law.
Howard v Holder Point of law raised by pleadings, set down by consent
Causes for trial (without witnesses).
Prout v Cook act (s o leave to amend)
Baker v Savage act & motn for judg
Richards v Overseers of the Poor of the Parish of Kidderminster motn (ordered to go into Non-witness List)
Richards v The Mayor, Alderman, &c, of the Borough of Kidderminster motn (ordered to go into Non-witness List)

Adjourned Summons.
In re Palmer King v Ogg
In re Courtois Godson v Godson
In re Cloak Davis v Sands adjd sumns & petn in Cloak v Sands
In re Wise Jackson v Parrott
In re Ocock Palmer v Anderson
In re The Midland & South Western Junction Ry Co, &c
Hardwick-Morewood v Morewood
In re Hudson Hudson v Rodwell
Biggerstaff v Rowatt's Wharf
Warburton v Dewar
In re Dunn Dunn v Dunn
In re Richardson Morgan v Richardson
Parkinson v Wainwright & Co ld
In re Coates Knight v Ridgway
In re McConnell Murray v Banister
In re Niagara ld & Co's Acts, 1862 to 1867
In re Sanders Clark v Orchard
In re Sanders's Settlement
In re Peyton Peyton v Hoskins
In re Whicher Palmer v Whicher (pltf s o pending hearing of pltf's sumns)
In re Same Same v Same (deft) s o pending hearing of pltf sumns

In re Goodwin Mota v Barnes
In re Sharland Kemp v Rozeby
In re Hayward Hayward v Blaikie
Expte Vicar of Christ Church, East Greenwich
In re Roth Goldberger v Roth
In re Evans Heselden v Evans
In re Wainwright Wainwright v Hodgson
Bolton v Bolton
In re Maher & Settled Land Acts Arnsby v Maher
In re Gray Gray v Gray
In re Maitland Chitty v Maitland
In re H W Jones Jones v Jones
In re Herbert Herbert v Herbert
In re Wyatt James v Phear
In re Palmer Ticehurst v County of Gloucester Bank, id

Further Considerations.
In re Seddon Bond v Seddon fur con (s o by order)
Ogg v Mason, Scott, & Co, ld fur con & adjd sumns pt hd
In re B Piercy, dec Whitwham v Piercy fur con
Haigh v Haigh fur con
In re Denton Denton v Phillips fur con & adjd sumns

Before Mr. Justice STIRLING.
Causes for Trial (with witnesses).
Gillies v Brownhill act
Ley's Malleable Castings Co, ld v Bagshawe, Bros & Co act
Clark v Stokes act
Brown v Sharman act
In re Green Haddan v Wright act (no pleadings) set down by order
West v Alcock act (deft dead)
Hirschler v Hertz & Collingwood act (s o to come on with Hertz v Hirschler, by order)

In re Strelley Harris v Bailey act (and 3rd party notices by dft M A Bailey)
Spruven v Dossett act
Allcard v Walker act & pta in "Re Lucas (Walker v Lupton)"
Bradley v Byrne act
Davis v Smith act
Martin v The Tanning Syndicate ld act

Pneumatic Tyre Co ld v J B Parkes & Co act

Mitton v Blyton act
Rawlins v Harris act
Gillespie v Ramsden act
Frederick Savage & Co ld v Brindle act

Saunders v Seyd & Kelly's Credit Index Co ld act & counter-claim
Electric Construction Corp ld v South Staffordshire Tramways Co act
Cooksey v Cooksey act
Poison v Thomas act
Kavanagh v Walkden act
The Fibre Machinery Co ld v Cross act

Stephens v Ford act

In re The Globe Blocks Gold Mining Co ld motn (ordered to go into Witness List)

Giddie v Devenish act

Southern v Municipal Appliances Co ld act & m f j

In re English English v English act

Griffiths v Griffiths act

Graydon v Basset act
Handford v East End Dwellings Co ld act

Warren v Taylor act

Bueche v National Insurance & Guarantee Corp ld act

Warre v Croft act

Longden v Longden act

Wacogne v Halse act

Causes for Trial (without witnesses) and Adjourned Summons.

Dalton v Fitzgerald act (not before evidence complete)
Colman v Belding m f j (deft W H Tillett dead)

In re Berry Duffield v Williams adj sums April 11

In re Same Same v Same adj sums July 9 s.o. until judgt. in another sumns

Milnes v Bradley adjd sumns (expte pltf)
Same v Same adjd sumns (expte deft)

In re Cummings Cummings v Cummings adj sums
In re Trollope Trollope v Trollope adj sums

In re Robinson Notley v Robinson (1891-K.-1014) adj sums

In re Same Same v Same (1891-R.-1242) adjd sumns

In re Marshall Pearce v Marshall adjd sumns

In re Macduff Macduff v Macduff adjd sumns

In re Dawson Dawson v Dawson adjd sumns

In re Stevens Clark v Stevens adjd sumns

In re Frost Hodson v Hodson adjd sumns

In re Sampson Sampson v Sampson adjd sumns

In re E Tucker Plumridge v Tucker adjd sumns

Temperance Permanent Building Soc v Brocklesby adjd sumns

In re Beresford Holloway v Tully adjd sumns

Morewood v Wood adjd sumns

Bull v Sidle, &c two adjd sumns

dated respectively Aug 10 and Oct 24, 1895

In re Lord Ougley Ottley v Turner adjd sumns

Denham v Morris special case

In re Hunter Hunter v Strick adjd sumns

In re White & Smith's Contract & V & P Act, 1874 adjd sumns

In re the Undertaking of the Worcester & Broom Ry, &c adjd sumns

De Mora v Concha adjd sumns

In re Findlater Ewen v Walmsley adjd sumns

In re Swain Coddington v Swain adjd sumns

In re Day Day v Hulbert adjd sumns

In re Lacy Royal General Theatrical Fund v Kydd adjd sumns

Cooper v Tyars fur adjd sumns

In re Wilson Wilson v Wilson adjd sumns

In re Brown Farmer v Brown adjd sumns

Earp v Walsall Union adjd sumns

In re The Snyder Dynamite Projectile Co, ld adjd sumns

In re Harris Walthew v Greenstreet adjd sumns

In re Hill's Waterfall Estate & Gold Mining Co, ld adjd sumns

In re De Hoghton De Hoghton De Hoghton adjd sumns

In re Crocker Crocker v Greenstreet adjd sumns

Walker v Addams m f j (short)

Blake v Scott m f j (short)

In re Morgan Dunn v Morgan adjd sumns

In re Turner Turnerv Turner adjd sumns

In re Wheeler Wheeler v Grunsky adjd sumns

Shaw's Linlit Lane Coal Co M Green m f j (short)

In re Mariner Hamlen v Moore m f j

In re Langham Otway v Langham adjd sumns

Callender v Callender m f j

Brougham v Brougham act

Further Considerations.

In re Bortnill Leake v Kelsey fur con

Thirle v Harvey fur con

Hibbert v Thomasin fur con

Before Mr. Justice KEEWICH.

Causes for Trial (with witnesses).

Tufnell v Elliott act pt hd (deft dead)

In re Doetsch Matheson & Co Ludwig act & m f j (s o until after return of Commission)

Mackinlay v Metzler & Co ld act not before April 30

Goodall v Goodall act

Pneumatic Tyre Co ld v Caswell act pt hd (Jan 21)

Jan. II,

Rouse v Rouse

Peters v Taylor

Fawcett v Horne

Vicar of St Ma-

Chillingworth

Princep v Belgrave

Brighton Mari-

v Brighton

Pier Id ad-

Brighton Ma-

ld act am-

Brighton Ma-

Pier Id adj

(to diemis-

Same v Sam-

defence) a

Marine Pa-

Brighton Ma-

ld adj sums

to come on

Grosvenor v E-

The Partingto-

Willing & C-

Mayor, &c, of

dians of I-

Union act

Edwards v W-

Macaire v Cott-

Williams v Pi-

Rennison v Se-

Alder v Lawre-

Hallett v Gath-

Gunn v Cave

Cawshay v M-

Watkins v Br-

Sandon v Pur-

Bean v Fowler

Hopkinson v J-

Perry v Societ-

Philip v Phil-

Barnett v Loft-

order) Jan 1

Bottil v Ende-

Boroughs v

counterclaim

Kent v Fortis

Co Id act

How v Earl W-

Cause for Trial

Henley v Maj-

Adjour-

Polson v Pol-

Feb 2)

In re Tarran

(witnesses t-

en affidavits

Before Mr.

Nutting as at

Chanc-

Compan-

W Brock &

ceddings)

African Land

discharge o-

1894, as re-

London & Ge-

pel attenda-

London & W-

tract Com-

Colonial Deb-

order refus-

Garrison He-

politment dator)

Victoria Ste-

cary sche-

Spinkop ld

liquidator)

Southern Co-

Land Securi-

ties order

Rouse v Rouse act
 Peters v Taylor act
 Fawcett v Homan & Rogers act,
 Vicar of St Mary's, Spital Square v
 Chillingworth act
 Prince v Belgravia Estate Id act
 Brighton Marine Palace & Pier Co v Brighton Marine Palace and Pier Id act Wisden v The Brighton Marine Palace and Pier Id act and motn Wisden v Brighton Marine Palace and Pier Id adj sums same v Same (to dismiss action) adj sums same v Same (for time to deliver defence) adj sums Brighton Marine Palace & Pier Co v Brighton Marine Palace and Pier Id adj sums (adj sums ordered to come on with actions)
 Grosvenor v Harris act
 The Partington Advertising Co v Willing & Co act
 Mayor, &c, of Darlington v Guardians of Poor of Darlington Union act
 Edwards v Walters act
 Macaire v Cottrell act
 Williams v Pimm act
 Renison v Seller act
 Alder v Lawrence act
 Hallett v Gatlant act
 Gun v Cave act
 Cawhaway v Marshall act
 Watkins v Brady act
 Sandon v Purcell act
 Bean v Fowler act
 Hopkinson v Jones act
 Perry v Societe des Luminaires act
 Phillips v Phillips act
 Barrett v Loftus act (set down by order) Jan 14
 Bayl v Endell act
 Burroughs v Wellcome act & counterclaim
 Kent v Fortis Powder & Explosives Co Id act
 How v Earl Winterton act
 Cause for Trial (without witnesses) - Henley v Majendie act
 Adjourned Summons.
 Polson v Polson (wits not before Feb 2)
 In re Tarrant Tarrant v Tarrant (witnesses to be cross-examined on affidavite) Jan 15
 Further Considerations.
 In re Riggs Fine v Badger fur on adjd from Chambers Waterlow v Hill fur con
 Before Mr. Justice VAUGHAN WILLIAMS.
 (Sitting as an additional Judge of Chancery Division.)
 Companies (winding up).
 Motions.
 W Brock & Son Id (transfer proceedings)
 African Landed Estates Co Id (for discharge of order dated June 21, 1894, as regards applicant)
 London & General Bank Id (to compel attendance of witness)
 London & West of England Contract Co Id (leave to issue writ of attachment)
 Colonial Debenture Corp Id (vary order refusing public exam)
 Guarille Hotel Co Id (for appointment of provisional liquidator)
 Victoria Steamboat Assoc Id (to carry scheme into effect)
 Skakop Id (as to appointment of liquidator)
 Southern Counties Deposit Bank Id (for committal)
 Land Securities Co Id (to rescind or vary order, dated Dec 11, 1895)

Chancery Division.
 Black v Williams & Victoria Steamboat Assoc Id (delivery up of possession)
 Companies (Winding-up).
 Petitions.
 Joseph Bull Sons & Co Id (ptn of M T Shaw & Co)
 Glamorgan Central Permanent Benefit Building Soc (ptn of the Co)
 Industrial Securities Investment Co, Id (ptn of E A Hamblin)
 Bidarao Railway and Mines Id (ptn of F Thornt)
 Woolley Coal Co Id (petition of Yorkshire Banking Co Id)
 Dawe & Co, Id (ptn of A Witschur)
 Baylis, Gilles & Co, Id (Bischoff & Rodatz)
 Candelaria Waterworks & Milling Co Id (ptn of J L Whelen & anr)
 Eastern Counties Bacon Factory Id (ptn of Lalor and Kindersley)
 Otis Steel Co, Id (ptn of Laura Relton)
 International Commercial Co Id (ptn of Joseph Brown)
 Prudential Investment Co Id (ptn of Oscar Eichholz)
 Variety Automatic Supply Stores Id (ptn of Lancashire Automatic Supply Co Id)
 Mersey Rubber Co Id (ptn of Norman Knowles)
 G & S Bracknell Id (ptn of the Continental Bottle Co)
 South Kent Water Co (ptn of James Oakes & Co)
 David Martineau & Co Id & The Joint Stock Companies Arrangement Act (ptn of C F Kemp and others)
 Mersey Rubber Co Id (ptn of R J Anderson, trading as W Anderson & Co)
 West Australian Finance & Development Syndicate Id (ptn of Black Swan Gold Mine Id)
 Queen's Hotel Co Id (ptn of P W Carey)
 Chancery Division.
 Tipton Moat Colliery Id & reduced (ptn of Co)
 Societe Vinicole de Turquie Id (ptn of Co and shareholders to rescind resolutions)
 Court Summons.
 Companies (Winding-up).
 Lyric Club Id (to set aside proofs)
 Alkaline Reduction Synd Id (settle list of contributors)
 Lands Allotment Co Id (taxation of bill)
 A Salomon & Co Id (remove name from list)
 Amador Gold Mine Id (to dismiss sums dated May 21, 1894)
 General Phosphate Corp Id (for payment)
 Yuruari Co Id (liquidator's remuneration)
 D W Forbes & Co Id (determine questions)
 Tomlin Miners Id (for leave to make call)
 Hemp Yarn & Cordage Co Id (for payment of call)
 Same (for discovery)
 Gulcher New Electric Light & Power Co Id (for decln as to charge on assets)
 Mid Kent Fruit Factory Id (to determine questions as to set off)
 Economic Fire Office Id (on Game's Claim)
 Same (on Beddall's claim)

Josz Metallocrome Printing Co Id (for declaration as to misfeasance)
 Scarborough Winter Gardens, Id (for directions)
 London & General Bank, Id (for leave to make set off)
 Bywater Tanqueray & Phayre, Id
 Graham v Bywater, Tanqueray & Phayre, Id
 South African Trust & Finance Co, Id (for discovery)
 Citizen Gold Mining (for directions as to transfer of shares)
 Chancery Division.
 Stubber v T Daniel & Co Id (for sale)
 Same v Same (for leave to cross-examine)
 Same v Same (declare dividend)
 Same v Same (for discovery)
 Wood v Woodhouse & Rawson United Id (for leave to institute proceedings)
 Bell v Middlewich Salt & Alkali Co, Id (for directions)
 Before Mr. Justice ROMER.
 Causes for Trial (with witnesses).
 Kearton v The Swaledale & Wensleydale Banking Co act (restored)
 Ainslie v Gill Bros act (pleadings to be delivered)
 Davis v Jewell act (pleadings to be delivered)
 Ogilvie v Littleboy act (not before Jan 13)
 Benshimal v Marcus act (security ordered)
 In re Davidson Forbes v Ingram act (restored for Jan 13)
 Transferred by Order, dated 4th Nov, 1895.
 Williams v Querbra Ry Land and Copper Co Id act & sums (not before Feb 4)
 Oughton v Holland act (not until 14 days after interrogatories filed)
 Martin v Fox act
 In re Parry, Liversedge v Inchbold act pt hd
 Kitts v Moore & Co act & counter-claim
 Handley v Masham Local Board act
 In re Dunbar, Dunbar v Wentworth act
 Rhymney Iron Co Id v Dorman, Brown, & Co act
 Baker v London General Omnibus Co Id act
 Laing v Thompson act
 Hand in Hand Investment & Mortgage Co Id v The Nat Dwellings Soc Id act
 Law v Parminter act
 Johnson v Fletcher Johnson v Fifth acts (consolidated)
 Hertslet v Bull act
 Vincent v Forward act
 Saunderson v Milestone act
 Shrewsbury & Talbot S T Cab and Noiseless Tyre Co Id v Morgan act
 Townsend v Pepper act (against dft Pepper)
 Crawford v Watkins act and counter-claim
 Knight v Simmonds act
 Abraham v Beeston Pneumatic Tyre Co Id act
 Rymill v Braid & Co act
 Pneumatic Tyre Co Id v Beeston Pneumatic Tyre Co Id act
 Pepperell v Newburns act
 Donington v Skidmore act pt dead
 Kellett v Anderson & Sons Id act
 Houghton v Anderson & Sons Id act
 Goddard v Lucy act
 Sinclair v Sowell act

Green v Keeble act (189-G-404)
 Same v Same act (1895-G-903)
 Hannan v Klemantaski act
 Gower v St John act and counter-claim
 Wylie v Wylie act & m f j
 Reveley v Skinner act
 In re Farmer Farmer v Crawshaw act
 National Bank of Wales Id v Morgan act
 Byrne v McCarthy act
 Hawkins v Ward act
 Fielden v Brownhill act
 In re Madison's Patent No 1,772, A D 1894 ptm (order to go into witness list)
 In re Penny Penny v Pardoe act for trial and 3rd party notices of deft E M Powell and defts W Pardoe & anr
 Doughty v Hardcastle act
 The Edison & Swan United Electric Light Co Id v Williamson & Joseph act
 In re Wassell Wassell v Leggatt act
 Craven v Puncture Proof Pneumatic Tyre Co Id act
 Daniell v Whately act
 Queensland Investment & Land Mortgage Co Id v O'Connell act & counterclaim
 In re Goetz and Von Hoegh's Patent, No 21,458, A D 1894, and Patents, Designs, &c, Act ptm (ordered to go into Witness List)
 In re Trent Trent v Brooke adjd sums
 Taylor v Pease act
 Cleaver v Wallwork act (set down by order July 7, 1895)
 In re Goff Hill v Gardiner act
 Eady v Norris act
 Moon v Savin & Co Id act
 In re Reed Reed v Thompson act (dft Thompson bankrupt)
 Graham v Drummond act and counterclaim
 Rees v De Bernardy act
 Iliffe & Son v Modern Art Publishing Co Id act and counter-claim
 Alston v Alston act
 Walker v Bateman act
 Salvage v Bull act
 Bischofswerder v Poppleton counter-claim for trial (set down by dft in act)
 Rugby & Newbold Cement Co Id v Horton act and counter-claim
 Cox v Cox act
 Sex v Bird act
 Whittingham v Whittingham act
 In re Williams Williams v Williams adj sums (ordered to go into witness list)
 Baldwin v Sadler act
 Foley v Dobney act
 Bischofswerder v Poppleton act for trial (set down by pt in act)
 Johnson, Clarke & Parker Id v Collier act (stayed until return of Commissions)
 Parsons v Whetton act
 Griffiths v Lewis act
 Gwilt v Clarke act
 Smith v Smith act
 International Financial Soc, Id & reduced v Baring Bros & Co act
 Jamblin v Hogbinbotham act
 Cotgrave v Chester act
 Simpson v Beckett act
 Shoe Machinery Co, Id v Cutten act (set down by order)
 Clayton v Smith act
 Seward v Ewens act
 Grant v Bolton act
 Nicketts v Beaumont act
 In re Palmer Palmer v Palmer act

Walker v Willey act
Gleadlow v Burton act (deft dead)
Frame v Pridmore act
The Pneumatic Tyre Co, Id v Edlin
act
Haskins v Williams act
McKeown v Boudard Peveril Gear
Co, Id act
Warton v Midland Ry Co act

Creyke v Corp of Level of Hatfield
Chase act
McCamphill v Davis act
In re Andrews Andrews v Green
act
Hunt v Gingell, Son, & Cruickshank
act (transferred by order dated
Dec 2, 1895)

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.
MASTERS IN CHAMBERS FOR HILARY Sittings, 1896.

A. to F.—Mondays, Wednesdays, and Fridays Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Johnson.

G. to N.—Mondays Wednesdays, and Fridays, Master Walton; Tuesdays, Thursdays, and Saturdays, Master Butler.

O. to Z.—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

A. to F.—All applications by summons or otherwise in actions assigned to Master George Pollock are to be made returnable before him in his own room, No. 173, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

G. to N.—All applications by summons or otherwise in actions assigned to Master MacDonald are to be made returnable before him in his own room, No. 183, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O. to Z.—All applications by summons or otherwise in actions assigned to Master Wilberforce are to be made returnable before him in his own room, No. 179, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

BY ORDER OF THE MASTERS.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GOLD MINING ASSOCIATION, LIMITED (IN LIQUIDATION).—Creditors are required on or before Feb 14 to send their names and addresses, with particulars of their debts or claims, to Mr Edward C Nicholls, 7, Queen Victoria st., Williams & Neville, Old Broad st., solors to Liquidator.

HART & GREENFIELD, LIMITED.—Petn for winding up, presented Dec 24, directed to be heard on Wednesday, Jan 15. Mutins & Longden, 5, Old Jewry, solors for petnr. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Jan 14.

THE NORTHUMBERLAND MINING SYNDICATE, LIMITED.—Creditors are required on or before Feb 5 to send their names and addresses and the particulars of their debts or claims to Mr. J. Coffey Williams, 18, St Swithin's lane, Reginald Hingston, solor, Martin's lane, Cannon st.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LONGFIELD COTTON SPINNING CO, LIMITED.—Petn for winding up presented Nov 27, directed to be heard at Liverpool Dec 9. And the said petn has, pursuant to an order of the court dated Dec 24, been amended by praying for an order that such voluntary winding up be continued subject to the supervision of the court, and that such petn as so amended has been directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, Jan 13. Wrigley & Co, 11, Clegg st, Oldham. Notice of appearing must reach the above not later than two o'clock in the afternoon of Jan 11.

FRIENDLY SOCIETIES DISSOLVED.

ALVESTON VICTORIA PROVIDENT BENEFIT SOCIETY, SCHOOLROOM, TIDDINGTON, ALVESTON, Stratford-on-Avon, Warwick Nov 16.
BENFITT SOCIETY, Bedford, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Birdham, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Bonham, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Chalgrove, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Cawley, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, East Wittering, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Fittleworth, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Harting, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Horham, SUSSEX. Jan. 1.
FRIENDLY SOCIETY, Pulborough, SUSSEX. Jan. 1.
HARTEFIELD FRIENDLY SOCIETY, Hartfield, SUSSEX. Jan. 1.
LOAL CROWN AND ANCHOR UNION, Preston, SUSSEX. Jan. 1.
LOAL MYRTLE LODGE, Brighton, SUSSEX. Jan. 1.
ROUND STREET COMMON FRIENDLY SOCIETY, Horsham, SUSSEX. Jan. 1.
SOCIETY OF GOOD FELLOWSHIP AND FRIENDLY SOCIETY, Fittleworth, SUSSEX. Jan. 1.
STAR OF EASTBOURNE LODGE, Eastbourne, SUSSEX. Jan. 1.
WELFARE FRIENDLY SOCIETY, Carpenters' Arms, Llansadog, Carmarthen Dec 18.

London Gazette.—TUESDAY, Jan. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASA, LIMITED.—Petn for winding up, presented Jan 2, directed to be heard Jan 15. H. Petty Barker, 26, Bedford row, solor to petnr. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Jan 14.

BRASSFIELD ESTATE, LIMITED (IN LIQUIDATION).—Debenture-holders are required on or before Jan 26 to send to Charles John Stewart, the Official Receiver, 33, Carey st, Lin-

coln's inn fields, their Christian and surnames, addresses and descriptions, and full particulars of the debentures held by them. Brandon, Essex st, solors for the Official Receiver.

COOKE'S DETACHABLE TYRE CO, LIMITED.—Petn for winding up, presented Jan 1, directed to be heard before Mr. Justice Vaughan Williams Jan 15. Arthur W. Marks, Esq., Lincoln's inn fields, solor for the petnr. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Jan 14.

QUEEN'S HOTEL (CARLISLE) CO, LIMITED.—Petn for winding up, presented Dec 17, directed to be heard Jan 18. Riddell & Co, 9, John st, Bedford row, agents for Lewis Morgan, Carlisle, solor for the petnr. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Jan 14.

WEST AUSTRALIAN FINANCE AND DEVELOPMENT SYNDICATE, LIMITED.—Petn for winding up, presented Dec 11, directed to be heard Jan 15. Williams & Neville, Winchcombe House, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Jan 14.

FRIENDLY SOCIETIES DISSOLVED.

AARON THE HIGH PRIEST LODGE, Odd Fellows Society, Temperance Hall, Wyke, Bradford, YORK. Jan 1.
CLIFFE-AT-HOO CLUB ASSOCIATION, LIMITED, Cliffe-at-Hoo, Rochester, Kent. Dec 27.
COURT HARMONY FORESTERS' FRIENDLY SOCIETY, Starr Inn, Church st, Burnley, Lancaster. Dec 27.
DOMINION TONTINE TEMPERANCE BENEFIT SOCIETY, 112, Benedict st, Bootle, Liverpool. Dec 27.
FRIENDLY BENEFIT SOCIETY, Schoolroom, Biddenham, Bedford. Jan 1.
MARINERS' SUBORDINATE DIVISION, NO. 1 ORDER OF THE SONS OF TEMPERANCE FRIENDLY SOCIETY, 206, Windsor st, Toxteth Park, Liverpool. Dec 27.
MIDDLESEX MUTUAL LAND AND BUILDING SOCIETY, LIMITED, 30, Theobalds rd, WC 1. JAN 1.
NORTH ST MARGARET'S INDUSTRIAL AND PROVIDENT FREEHOLD LAND SOCIETY, St Margaret's Church Schoolroom, Church Gate, Leicester. Dec 27.
RAMSDEN-BELLHOUSE, DOWNHAM, AND RAMSDEN CRAYS PROVIDENT ASSOCIATION, Ramden-Bellhouse, Billerby, Brentwood, Essex. Dec 27.
VILLAGE PRIDE LODGE, Odd Fellows Friendly Society, Red Lion Inn, Anlaby, York. JAN 1.
WADDESDON SHIP CLUB, Ship Inn, Church st, Waddesdon, Aylesbury Buckingham. Dec 27.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 27.

GIBSON, FRANCIS EMILY, Wells, Somerset Jan 28 Clarkson v Plant, Kekewich, J. Saffery, Tooley st, S.E.

London Gazette.—TUESDAY, Dec. 31.

MURRAY, LUKE, Chorlton-upon-Medlock, Gent Jan 31 Kelly v Murray, Registrar, Manchester Crofton, Manchester

London Gazette.—TUESDAY, Jan. 7.

MORRIS, WILLIAM, Tunstall, Staffs, Licensed Victualler Feb 8 Mellor v Morris, Registrar, Manchester Remer, Sandbach, Chester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 3.

ATKINSON, PAUL EDWIN, Kingston upon Hull, General Merchant March 30 Allisons & Allisons, Louth, Lincs

BATT, WILLIAM FERDINAND, Esq., J.P. Gt Hardwick, Abergavenny Nesbitt, Abergavenny

DAWES, ERMA, Hall, Matthersley, Notts Feb 29 Fisher & Co, Doncaster

DUNCAN, MARGARET, Harrogate, York Feb 15 J & E Whitworth, Manchester

DODDISON, WILLIAM, Stockton on Tees, Gent Feb 15 Hunt, Gray's inn sq, WC

DODGSON, WILLIAM OLIVER, Royal Exchange, EC, Esq Jan 31 Smith & Co, Finsbury CIRCUS

ELLIS, JOHN GILL, Compton Gifford, nr Plymouth Feb 15 Greenway & Son, Plymouth

EVANS, REV CHARLES, St Peter's Church, Coventry Feb 10 Kingsford & Co, Essex st, Strand

GRENfell, ARTHUR RIVERSDALE, Beaconsfield, Bucks, Esq Feb 10 Young & Co, Essex st, Strand

HADFIELD, CHARLES JOSEPH, Gloucester crant Feb 11 Young & Co, St Mildred's court, Poultry

HAKKUS, EMMA, Newcastle on Tyne Feb 3 Ward, Newcastle on Tyne

HODGES, WILLIAM, Reading, Berks, Gent Feb 1 Beale & Martin, Reading

HOLLINGHEAD, FRANCES, Chester Jan 30 Latham, Congleton

HUGHES, MARY LOVE, Camden rd Feb 19 Phelps & Co, Aldermaurbury

JORDAN, THOMAS BRAY, Castle st, Oxford st Feb 15 Marsden & Wilson, Old Cavendish street

LANE, JESSE, Bristol, Licensed Victualler Feb 3 Tarr & Arkell, Bristol

LEIGH, HENRIETTA DOROTHY, Pont st Feb 4 Lowe & Co, Temple gdns

MARTIN, WILLIAM, Nottingham, Gent March 25 Pierce, Nottingham

MURRAY, LOUISA FRANCES, Basti, India Feb 1 Napoleon & Co, Gracechurch st

PARKERSON, WILLIAM, St Aldates, Oxford Feb 17 Peppercorn, Oxford

PATSON, JAMES, Hither Green lane, Lewisham, Waddington Manufacturer Feb 10 Hestall, Basinghall st, EC

PHILLIPS, THOMAS, Stonehouse, Devon, Pensioner Feb 15 Gidley & Son, Plymouth

RICH, EDMUND, Willesley, Wilts, Gent Feb 10 Jones & Forrester, Malmesbury

SMITH, JAMES, Octavia st, Deptford Feb 16 Marchant & Co, George yd, Lombard st, EC

WARDEN, RICHARD EVANS, Oldbury, nr Bridgnorth, Salop, Farmer Jan 31 Cooper & Hazelwood, Bridgnorth

WAHLINOTON, JANE, Stalybridge, Cheshire Feb 29 Innes, Stalybridge

WEST, JOHN, JUD, Sunderland, Confectioner Feb 3 Botterell & Bonheu, Sunderland

WHITE, WILLIAM, Lichfield rd, Kew gdns, Ironmonger Feb 17 Ingle, Queen Victoria st, Mansion House

WILKINSON, SOPHIA LOUISA, Southport Feb 30 Mayhew & Co, Southport

WILKINSON, HERBERT BY GEORGE, Margaret st, Oxford st Feb 17 Leathes & Maynard, Lincoln's inn fields

WOODGATE, WILLIAM JOHN, Clifton, Glos, Esq. Feb 20 Metcalfe & Sharpe, Chancery lane

WOODHEAD, MARY, Holmfirth, York Feb 7 Mellor & Fletcher, Holmfirth

WOODWARD, WILLIAM, Morpeth, Northumbria, Esq. Feb 17 Flux & Leadbitter, Leadenhall street

Jan. 11, 1896.

CLINTON, HENRY, H.

COD, CHARLES DAVID,

In, E.C.

DANFORTH, ROBERT, J.

DELFIELD, WILLIAM,

St. W.

ELLEN, WILLOUGHBY,

MUSON, ASHBY,

FIRE, JOHN WHITE,

FITZGERALD, GERALD,

New sq, Lincoln,

FORD, JOHN, Bristol,

FOSBROOK, THOMAS, S.

Birmingham,

FOWELL, THOMAS,

chester,

GOULD, JOHN, Plym-

outh,

GRIFFITHS, THOMAS J.

& Co, Swansea,

HILL, PETER ALFRED,

HOLLINGWORTH, CA-

ham,

hampshire,

London Gazette.—TUESDAY, Jan. 7.

- CATTING, HENRY, Hartswood, nr Reigate, Surrey, Esq. Feb 17 Head & Co, Reigate
 COKE, CHARLES DAVISON, Mark Ln, E C, Wine Merchant Feb 24 Hollands & Co, Mincing
 LN, EC
 DAFTON, ROBERT, Burnham, Somerset, Gent Jan 21 Aldridge, Highbridge, Somerset
 DAFTON, WILLIAM, Jun, Perth, Western Australia Feb 6 Lumley & Lumley, Conduit
 St, W.
 ELKIN, WILLOUGHBY SMITHSON FREDERIC, Woodville, Leicester, Gent Jan 23 Dewes &
 Musson, Ashby de la Zouch
 FINE, JOHN WHITELEY, Sowerby, nr Halifax Feb 14 Longbottom & Sons, Halifax
 FITZGERALD, GERALD HEWARD, Wallhouse, Bathgate, Scotland Feb 10 Dawson & Co,
 New Sq, Lincoln's Inn
 FLITCHOTT, JAMES, Southport, Bricklayer Feb 24 Brighouse & Co, Southport
 FOUL, JOHN, Bristol, Leather Merchant Feb 15 Silby & Dickinson, Bristol
 FORBES, THOMAS, Smethwick, Staffs, Spring Manufacturer Jan 31 Cottrell & Son,
 Birmingham
 FURNIVAL, THOMAS, Reddish, Lancs, Printers' Engineer Jan 31 Robinson & Co, Man-
 chester
 GOULD, JOHN, Plymouth, Labourer Feb 8 Greenway & Son, Plymouth
 GRIFFITHS, THOMAS EDWARD, Pentrechwyth, Glam, Licensed Victualler Feb 6 Hartland
 & Co, Swansea
 HILL, PETER ALFRED, Liverpool, Cotton Salesman Feb 10 Grace & Smith, Liverpool
 HOLLINGWORTH, CATHERINE, West Gorton, Manchester Jan 31 Ledgard & Co, Man-
 chester
 MACHAELLES, the Rev RICHARD GELL, Moore st, Cadogan Sq Feb 8 Angell & Co, Gres-
 ham st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 3.

RECEIVING ORDERS.

- BARNES, EDWARD, Purton, Wilts, Builder Swindon Pet
 Dec 31 Ord Dec 31
 BELL, THOMAS CUTBERT, jun, Newcastle on Tyne, Boot Dealer Newcastle on Tyne Pet Dec 31 Ord Dec 31
 BODDINGTON, JOSIAH HENRY, Upper Heyford, Oxfordshire, Licensed Victualler Oxford Pet Dec 30 Ord Dec 30
 CHURCH, HARRY REYNOLDS, Teddington, Printer Kingston, Surrey Pet Dec 11 Ord Dec 31
 CLARKE, RICHARD, Colveston crnt, Dalston, Licensed Victualler High Court Pet Dec 18 Ord Dec 31
 CLEVERDON CONFECTIONERY Co, Stanley rd, Ball's Pond, High Court Pet Dec 3 Ord Dec 31
 COOKE, JOHN REDDING, Stourport, Butcher Kidderminster Pet Dec 31 Ord Dec 31
 CROSBY, ELIZABETH, Birkdale, Lancs Liverpool Pet
 Nov 30 Ord Dec 30
 DARLOW, JOHN, Widdrington, Northbrid, Beerhouse Keeper Newcastle on Tyne Pet Dec 30 Ord Dec 30
 DAVIES, THOMAS, Haferfordwest, Pembroke, Draper Penbroke Dock Pet Dec 13 Ord Dec 30
 EDWARDS, ISAAC, Varteg, Mon Newport, Mon Pet Dec
 30 Ord Dec 30
 EDWARDS, JAMES, Holborn Viaduct, Accountant High Court Pet Dec 30 Ord Dec 30
 ELKIN, JOSEPH CADMAN, Pontypool, Mon, Butcher New-
 port, Mon Pet Dec 30 Ord Dec 30
 FELLOWS, ERNEST, Swansea, Metal Broker Swansea Pet
 Dec 18 Ord Dec 31
 FINNIE, GEORGE, New Romney, Kent, Farmer Hastings Pet Dec 31 Ord Dec 31
 FOX, JOHN KNIGHT, Reigate, Builder Croydon Pet Dec
 30 Ord Dec 30
 GARDNER, FRANK, St Leonards on Sea Hastings Pet
 Dec 31 Ord Dec 31
 GORE, JOHN, Winchcombe, Glos, Farmer Cheltenham Pet Dec 30 Ord Dec 30
 HAGG, HOLME, Llandudno, Carnarvonshire, Licensed Victualler Bangor Pet Dec 5 Ord Jan 1
 HARDING, BEN SMITH, Folkestone, Grocer Canterbury Pet Jan 1 Ord Jan 1
 HAMMOND, ALFRED FORD, Goole, Timekeeper Wakefield Pet Dec 30 Ord Dec 30
 HENVELL, WILLIAM THOMAS, Twynning, nr Tewkesbury Cheltenham Pet Dec 31 Ord Dec 31
 HILL, THOMAS, Whitmore Reans, Wolverhampton, Grocer Wolverhampton Pet Dec 30 Ord Dec 31
 HOOPER, THOMAS ELSTON, Newport, Toy Dealer Newport, Mon Pet Dec 31 Ord Dec 31
 HUGHES, J. W., Llanelli, Jeweller Carmarthen Pet Dec 7
 Ord Dec 21
 INGRAMS, THOMAS, Birmingham, Fruit Salesman Bir-
 mingham Pet Dec 23 Ord Dec 30
 JACKSON, HERBERT, Baldon, Yorks, Solicitor Bradford Pet Dec 17 Ord Dec 30
 JOHNSON, LYDIA, Melbourne, Derbyshire, Baker Derby Pet Dec 14 Ord Dec 30
 JONES, RICHARD, Sheldfield, nr Walsall, Builder Walsall Pet Dec 30 Ord Dec 30
 EDOLLEY, ALFRED, Ladywood, Birmingham, Tobacconist Jan 13 at 11 23, Colmore row, Birmingham
 FRANCIS, THOMAS, Carmarthen, Aerated Water Manufactur-
 er Jan 11 at 11 Off Rec, 4, Queen st, Carmarthen
 GRAHAM, GEORGE JAMES, Barnes, Nurseryman Jan 13 at
 12.30 24, Railway app, London Bridge
 HALLAN, JOHN BROUGH, Hanley, Staffs Jan 10 at 3 Off
 Rec, Newcastle under Lyme
 HARROLD, THOMAS, High Wycombe, Bucks, Leather Seller Jan 10 at 12 Bankruptcy Office, 1, St Aldate's, Oxford
 HARRISON, ALFRED FORD, Goole, Yorks, Timekeeper Jan
 10 at 11 Off Rec, 6, Bond ter, Wakefield
 HUGHES, JOHN WILLIAM, Llanelli, Jeweller Jan 11 at 12 Off Rec, 4, Queen st, Carmarthen
 JOHNSON, LYDIA, Melbourne, Derby, Baker Jan 10 at
 12.30 Off Rec, 40, St Mary's Gate, Derby
 PASCO, JAMES FREDERICK, Upper Tooling, Builder Jan 10
 at 12 24, Railway app, London Bridge
 PHILLIPS, CATHERINE, Cwmbwla, Swansea, Ironmonger Jan 14 at 12 Off Rec, 31, Alexandra rd, Swansea

- MILLER, WILLIAM FEETHAM, Southsea March 1 Miller, Raymond bldgs
 MORT, JAMES HENRY, Manchester, Shipping Agent Feb 18 Cooper & Sons, Man-
 chester
 OMANNET, MARIE MATHILDE LOUISE, H M S "Victor Emanuel" Feb 3 St Quintin,
 Princes st
 OMANNET, Lieut FRANCIS SIMPSON, H M S "Victor Emanuel" Feb 3 St Quintin,
 Princes st
 PARKER, the Rev EDWARD, Waddington, York Feb 17 Riddale & Son, Gray's inn
 sq, WC
 POOLE, EDWARD JOHN, Weston super Mare, Butcher Feb 1 Wm Smith & Sons, Weston
 super Mare
 PERKINS, WILLIAM ARTHUR, Padbury, Bucks, Farmer Jan 20 Hearn & Hearn, Buck-
 ingham
 REYNOLDS, JAMES, Frodsham, Chester, J P, Hide Merchant Feb 20 Davies & Co, War-
 rington
 SEDDON, ROBERT BARLOW, Hindley, Lancs, Engineer Feb 15 Taylor & Co, Wigan
 SHALDERS, A LYND OWEN, Bradford, York March 2 Greaves & Taylor, Bradford
 TANN, EDWARD, Chancery lane, Law Stationer Feb 7 Astell Hall, Gray's inn sq
 TAYLOR, HENRIETTA, Simcoe, Ontario, Canada Feb 8 Powell, Raymond bldgs, WC
 TAYLOR, WILLIAM HENRY, Simcoe, Ontario, Canada, Physician Feb 8 Powell, Raymond
 bldgs, WC
 TOWNSEND, CHARLOTTE, Ipswich Feb 4 Long & Casley Ipswich
 TUNLEY, NATHAN, Grafton, nr Hereford, Farmer Jan 25 Wallis, Hereford
 WAISTER, JOHN M, Smyrna, Asia Minor Jan 31 Shotton & Pappa, Smyrna, Asia
 Minor
 THE WELLINGTON, DAWNEY GREEN, KETLEY, AND SHROPSHIRE PERMANENT BENEFIT
 BUILDING SOCIETY Feb 17 Cartane, Wellington, Salop
 YOUNG, WILLIAM, Rochdale, Draper Feb 8 Brierley & Hudson, Rochdale

- THOMAS, FRANCIS, Abercarn, Aberdare, Glam, Tailor
 Aberdare Pet Jan 1 Ord Jan 1
 VINCENT, JOHN, Chirk, Estate Agent Brentford Pet
 Oct 25 Ord Dec 17
 WILKINSON, ANOS, Newport Pagnell, Bucks, Veterinary
 Surgeon Northampton Pet Dec 30 Ord Dec 30
 WOOD, GEORGE, Hay, Breconshire, Rural Postman Here-
 ford Pet Jan 1 Ord Jan 1
 Amended notice substituted for that published in the Lon-
 don Gazette of Dec. 27.
 WESTLEY, CHARLES HENRY, Finsbury pavement, EC, Boot
 Dealer High Court Pet Dec 23 Ord Dec 23
 Amended notice substituted for that published in the Lon-
 don Gazette of Dec. 31:
 HILL, JANE, and ALEXANDER CHALCROFT, Redan Hill,
 Aldershot, Coal Merchants Guildford Pet Dec 24

FIRST MEETINGS.

- ADAMS, EDWARD, Crediton, Devon, Relieving Officer Jan
 10 at 10 Off Rec, 13 Bedford circus, Exeter
 ANTILL, FRANCIS WILLIAM, Crewe, Railway Clerk Jan 10
 at 12.15 Royal Hotel, Crewe
 BAGNALL, CORNELIUS, and JOHN BAGNALL, Oldbury, Wore,
 Iron Forgers Jan 13 at 2 23 Colmore row, Birmingham
 BARNETT, ABRAHAM, South st, Finsbury, Solicitor Jan 14
 at 2.30 Bankruptcy bldg, Carey st
 BARRON, JOHN, Bridlington, Yorks, Grocer Jan 15 at 11
 Off Rec, 14, Newborough st, Scarborough
 BAXTER, ROBERT, and ARTHUR MAXWELL JOHNSON, Mil-
 dred's court, Poultry, Stockbrokers Jan 10 at 12
 Bankruptcy bldg, Carey st
 BEVAN, ALBERT, Melincryth, Glam, Haulier Jan 14 at
 2 Off Rec, 31, Alexandra rd, Swansea
 BIRKS, GEORGE, Cloughton, Yorks, Tailor Jan 10 at 11
 Off Rec, 74, Newborough st, Scarborough
 BOWLES, JAMES, WILLIAM, Spencer rd, New Wandsworth,
 Contractor Jan 10 at 2.30 Bankruptcy bldg, Carey st
 BROWNING, HENRY, HOVE, Sanitary Inspector Jan 13 at
 2.30 Off Rec, 4, Pavilion bldg, Brighton

- CHEELEY, SYDNEY, Chesham, Bucks, Engineer Jan 17 at 3
 Bankruptcy bldg, Carey st

- CHENFIELD, ALBERT THOMAS, Commercial rd East, Beer
 Retailer Jan 14 at 12 Bankruptcy bldg, Carey st

- DARK, RICHARD HEDDON, Low, Oxfordshire, Farmer Jan
 14 at 3 Golden Cross Hotel, Oxford

- DAVIDSON, WILLIAM JAMESON, Newcastle on Tyne, Game
 Dealer Jan 20 at 10.30 Off Rec, Pink lane, Newcastle
 on Tyne

- DAVISON, JOHN, Stanley, Durham, Builder Jan 20 at 11.30
 Off Rec, Pink lane, Newcastle on Tyne

- DE CHASTELAIN, ALFRED GEORGE, Booth, Ballyham, School-
 master Jan 13 at 12 24, Railway app, London Bridge

- DRURY, WILLIAM, Lincoln, Grocer's Assistant Jan 14 at 12

- EDOLLEY, ALFRED, Ladywood, Birmingham, Tobacconist Jan 13 at 11 23, Colmore row, Birmingham

- FRANCIS, THOMAS, Carmarthen, Aerated Water Manufactur-
 er Jan 11 at 11 Off Rec, 4, Queen st, Carmarthen

- GRAHAM, GEORGE JAMES, Barnes, Nurseryman Jan 13 at
 12.30 24, Railway app, London Bridge

- HALLAN, JOHN BROUGH, Hanley, Staffs Jan 10 at 3 Off
 Rec, Newcastle under Lyme

- HARRISON, ALFRED FORD, Goole, Yorks, Timekeeper Jan
 10 at 11 Off Rec, 6, Bond ter, Wakefield

- HUGHES, JOHN WILLIAM, Llanelli, Jeweller Jan 11 at 12 Off Rec, 4, Queen st, Carmarthen

- JOHNSON, LYDIA, Melbourne, Derby, Baker Jan 10 at
 12.30 Off Rec, 40, St Mary's Gate, Derby

- PASCO, JAMES FREDERICK, Upper Tooling, Builder Jan 10
 at 12 24, Railway app, London Bridge

- PHILLIPS, CATHERINE, Cwmbwla, Swansea, Ironmonger Jan 14 at 12 Off Rec, 31, Alexandra rd, Swansea

- PICK, CHARLES FREDERICK, Little Bowden, Norths
 Corn Merchant Jan 10 at 12 Off Rec, 1, Berridge st,
 Leicester

- REYNOLDS, GEORGE, WILLIAM LEWIS, Whixall, Salop,
 Schoolmaster Jan 11 at 11 Off Rec, Shrewsbury

- ROWLANDS, WILLIAM JOHN, Aberaman, Aberdare, Glam,
 Grocer Jan 10 at 2 65, High st, Merthyr Tydfil

- SHEPHERD, JOSEPH HENRY, New Clee, Gt Grimsby Jan 11
 at 11 Off Rec, 15, Osborne st, Gt Grimsby

- SIDDALL, BARBARA, Crewe, Linen Dealer Jan 10 at 11.45
 Royal Hotel, Crewe

- SPIRA, HENRY, Crewe, Furniture Dealer Jan 10 at 11
 Royal Hotel, Crewe

- STEPHENS, STEPHEN, Llandeilo, Carmarthenshire, Builder
 Jan 11 at 12.30 Off Rec, 4, Queen st, Carmarthen

- TAPPERS, CHARLES, Leeds, Fishmonger Jan 10 at 11 Off
 Rec, 2, Park row, Leeds

- VINCENT, JOHN, Beaconsfield tree, Chiswick, Estate Agent
 Jan 13 at 3 Off Rec, 95, Temple chambers, Temple
 Avenue, EC

- WADE, JOHN, Leicester, Milk Saleman Jan 10 at 12.30
 Off Rec, 1, Berridge st, Leicester

- WELLS, ALFRED, Brighton Jan 13 at 12 Off Rec, 4,
 Pavilion bldgs, Brighton

- WEST, HENRY, Gt Grimsby, Furniture Dealer Jan 11 at
 11.30 Off Rec, 15, Osborne st, Gt Grimsby

- WHITTINGHAM, BENJAMIN, Smethwick, Staffs, Grocer Jan
 15 at 2 County Ct, West Bromwich

ADJUDICATIONS.

- BAKES, EDWARD, Purton, Wilts, Builder Swindon Pet
 Dec 30 Ord Dec 31

- BELL, THOMAS CUTBERT, jun, Newcastle on Tyne, Boot
 Dealer Newcastle on Tyne Pet Dec 31 Ord Dec 31

- BLEAKLEY, JAMES, Radcliffe, Lancs, Manufacturer Bolton
 Pet Dec 15 Ord Dec 30

- BODDINGTON, JOSIAH HENRY, Upper Heyford, Oxfordshire,
 Licensed Victualler Oxford Pet Dec 30 Ord Dec 30

- CHENEFIELD, ALBERT THOMAS, Commercial rd East, Peer
 Retailer High Court Pet Dec 30 Ord Jan 1

- CHRISTIE, ROBERT, Little Ouseburn, Yorks, Farmer York
 Pet Dec 17 Ord Dec 30

- COOKE, JOHN NEALE, Stourport, Wore, Butcher Kidder-
 minister Pet Dec 31 Ord Dec 31

- DARLOW, JOHN, Widdrington, Northumberland, Beerhouse
 Keeper Newcastle on Tyne Pet Dec 30 Ord Dec 30

- DEAN, FREDERICK WILLIAM, York, Drapers, Draper
 Wandsorth Pet Nov 27 Ord Dec 31

- DURHAM, FREDERICK WILLIAM, Gleemham Lodge, New
 Barnet, Herts, Engineer Barnet Pet Nov 21 Ord
 Dec 30

- DUTTON, WILLIAM, Liverpool, Feeding Stuffs Dealer
 Liverpool Pet Nov 27 Ord Dec 31

- EDWARDS, ISAAC, Varteg, Mon Newport, Mon Pet Dec
 30 Ord Dec 30

- EDWARDS, JAMES, Holborn Viaduct, Accountant High
 Court Pet Dec 30 Ord Dec 30

- ELKIN, JOSEPH CADMAN, Pontypool, Mon, Butcher Newport,
 Mon Pet Dec 30 Ord Dec 30

- EVANS, THOMAS, Abergavenny, Mon, Draper Newport, Mon
 Pet Dec 4 Ord Dec 30

- FISHLER, GEORGE, New Romney, Kent, Farmer Hastings
 Pet Dec 31 Ord Dec 31

- FORBES, JOHN KNIGHT, Reigate, Builder Croydon Pet Dec
 28 Ord Dec 30

- GOWRIE, MICHAEL, Merchant st, Bow, Commission
 Agent High Court Pet Dec 31 Ord Dec 31

- GORE, JOHN, Winchcombe, Glos, Farmer Cheltenham
 Pet Dec 30 Ord Dec 30

- HARDING, BEN SMITH, Folkestone, Kent, Grocer Canter-
 bury Pet Dec 31 Ord Jan 1

- HARRISON, ALFRED FORD, Goole, Timekeeper Wakefield
 Pet Dec 30 Ord Dec 30

- HILL, THOMAS, Whitmore Reans, Wolverhampton, Grocer
 Wolverhampton Pet Dec 30 Ord Dec 30

- HOPPER, THOMAS ELSTON, Newport, Toy Dealer Newport,
 Mon Pet Dec 31 Ord Jan 1

- JONES, RICHARD, Shiffield, nr Walsall, Builder Walsall
 Pet Dec 30 Ord Dec 30

- LEIGH, JOSEPH, Capenhurst, Cheshire, Farmer Chester
 Pet Dec 31 Ord Dec 31

- PEYTON, CHARLES TALBOT, Sunderland, Colchester High
 Court Pet Nov 20 Ord Dec 30

PHILLIPS, CATHERINE, Swansea, Ironmonger Swansea Pet Nov 27 Ord Jan 1
 RADCLIFFE, CHRISTOPHER, Grange over Sands, Lancs, Cab Proprietor Ulverston Pet Oct 10 Ord Dec 31
 RAWLE, EDWIN JOHN, Eastville, Bristol, Builder Bristol Pet Dec 17 Ord Dec 30
 REYNOLDS, GEORGE WILLIAM LEWIS, Whixall, Salop, Schoolmaster Shrewsbury Pet Dec 31 Ord Dec 31
 RICHARDSON, WILLIAM PALETHORPE, Kingston upon Hull, Joiner Kingston upon Hull Pet Dec 31 Ord Dec 31
 SCOTT, MARK, Bradford, Newsagent Bradford Pet Dec 15 Ord Dec 24
 STEPHENS, STEPHEN, Llandebie, Carmarthenshire, Builder Carmarthen Pet Dec 24 Ord Dec 24
 THOMAS, FRANCIS, Abercarn, Aberdare, Glam, Tailor Aberdare Pet Jan 1 Ord Jan 1
 VINCENT, JOHN, Beaconsfield trowe, Chiswick, Estate Agent Brentford Pet Oct 25 Ord Dec 31
 WALKER, JOSEPH, Wolverhampton, Licensed Victualler Wolverhampton Pet Dec 24 Ord Jan 1
 WESTLEY, CHARLES HENRY, Dafforne rd, Upper Tooting, Boot Dealer High Court Pet Dec 23 Ord Dec 23
 WILKINSON, ALEX, Newport, Pagnell, Bucks, Veterinary Surgeon Northampton Pet Dec 30 Ord Dec 30
 WOOD, GEORGE, Hay, Breconshire, Rural Postman Hereford Pet Jan 1 Ord Jan 1
 WOODCOCK, ROBERT BEGNAUD, Ripon, Yorks, Coal Agent Northallerton Pet Dec 5 Ord Dec 31

ADJUDICATION ANNULLED.

JOSEPH, REES, Abercarn, Glam, Tin Worker Neath Adjud Nov 10, 1894 Annuall Dec 19, 1895

London Gazette.—FRIDAY, Jan. 7.
RECEIVING ORDERS.

BARTON, THOMAS, Leicester, Joiner Leicester Pet Jan 3 Ord Jan 3
 BENTLEY, THOMAS, Featherstall, nr Rochedale, Licensed Victualler Rochedale Pet Jan 4 Ord Jan 4
 BIRNS, HAROLD FREDERICK, Worcester, Cashier Worcester Pet Dec 23 Ord Jan 4
 CLARK, BENJAMIN, Hereford, Post Office Inspector Hereford Pet Jan 2 Ord Jan 2
 COOP, JOSHUA, Bradford, Grocer Bradford Pet Jan 3 Ord Jan 3
 GRIFFITH, HUMPHREY, Pwllheli, Carnarvonshire, Gardener Portmadoc Pet Jan 3 Ord Jan 3
 HAMILTON, CLEMENTS, & Co, Walbrook High Court Pet Dec 3 Ord Jan 3
 HAMMER, CHARLES, Chalk Farm rd, Grocer High Court Pet Dec 12 Ord Jan 3
 HAWKINS, THOMAS HARRY, Cardiff, Outfitter Neath Pet Dec 16 Ord Jan 2
 HOPKIN, JOHN JOSEPH, Gateshead, Durham, Grocer Newcastle-on-Tyne Pet Dec 19 Ord Jan 3
 HORSEFIELD, WILLIAM EDWARD, Preston, Lancs, Overlooker Preston Pet Jan 2 Ord Jan 2
 INGLEST, DAVID, Fawston, York, Innkeeper Leeds Pet Dec 31 Ord Dec 31
 JONES, ARTHUR, Stoneycroft, Liverpool, Clerk Liverpool Pet Dec 20 Ord Jan 2
 JONES, DAVID, Bodnant, Trefnant, Flint Bangor Pet Dec 20 Ord Jan 3
 JONES, JOHN, Aberystwyth, Cardiganshire, Commercial Traveller Aberystwyth Pet Dec 14 Ord Jan 3
 JONES, THOMAS WILLIAM, Teignmouth, Painter Exeter Pet Jan 2 Ord Jan 2
 JUDD, WALTER, Crofton, Hants, Architect Portsmouth Pet Dec 20 Ord Dec 20
 KENNEDY, WILLIAM, Gresham st, EC, Solicitor High Court Pet Jan 4 Ord Jan 4
 KNOWLES, WILLIAM HENRY, Halifax, Insurance Agent Halifax Pet Dec 17 Ord Jan 3
 MAGINISTON, LOUIS ALEXANDER, Bedford, Builder Bedford Pet Jan 4 Ord Jan 4
 MARSH, JOHN THOMAS, Brampton, Lincs, Butcher Lincoln Pet Jan 3 Ord Jan 3
 NYGARD & SKOBOR, Dunstan's hill High Court Pet Dec 1 Ord Jan 1
 POTTER, CHARLES, Lingfield, Surrey, Baker Tunbridge Wells Pet Jan 3 Ord Jan 3
 SPENCER, HARRY, Burton on Trent, Tailor Burton on Trent Pet Jan 2 Ord Jan 2
 TOLLEY, EDMUND, Worcester, Innkeeper Worcester Pet Jan 4 Ord Jan 4
 WHATMORE, WILLIAM LLOYD, Burnham, Somerset, Innkeeper Poole Pet Jan 3 Ord Jan 3
 WILLIAMS, EVAN, Holyhead, Anglesey, Grocer's Manager Bangor Pet Jan 4 Ord Jan 3
 WINWOOD, WILLIAM, Grouse, Worcester, Corn Factor Worcester Pet Jan 4 Ord Jan 4
 YOUNG, TOM, Southampton, Haulier Yeovil Pet Dec 19 Ord Jan 3

FIRST MEETINGS.

ADAMS, TOM STONE, Bruce Lodge, Epsom Jan 15 at 12.30 21, Railway app, London Bridge
 ARCHER, JOHN, Eastbourne, Gardener Jan 15 at 1.30 17, High st, Lewes
 ARMSTRONG, RICHARD, Durham, Butcher Jan 14 at 2 Three Tuna Hotel, Durham
 BARRETT, EDWARD, Filton, Wilts, Builder Jan 16 at 11.30 32, High st, Swindon
 BIRKIN, WILLIAM, Chedworth, Glos, Farmer Jan 16 at 11.15 County Court bridge, Cheltenham
 BROOKING, ARTHUR, Caversham, Gent Jan 16 at 12 Queen's Lodge, Reading
 BROOME, SAMUEL, Macclesfield, Salop, Farm Labourer Jan 14 at 11.30 The Priory, Wrexham
 COMELLY, FREDERICK JOHN, Cheltenham, Corn Merchant Jan 18 at 2.30 County Court bridge, Cheltenham
 COOK, THEODORE, Worthing Jan 16 at 2.30 Midville Green, Chapel rd, Worthing
 DANCO, SAMUEL, Leeds Jan 15 at 11 Off Rec, 22, Park row, Leeds
 DASHWOOD, FRANCIS DUNDAS, Gloucester Gent Jan 14 at 3 Off Rec, 15, King st, Gloucester Pet Dec 20 Ord Jan 3

DAVIES, HENRY ROWLAND, Croydon, Surrey, Builder Jan 15 at 11.30 24, Railway app, London Bridge
 DAVIES, SIR WILLIAM (Knight), GEORGE WILLIAM DAVIES, and COLIN REES DAVIES, Haverfordwest, Pembrokeshire, Solicitors Jan 21 st 11 Temperance Hall, Haverfordwest

DEAN, FREDERICK, WILLIAM, York, rd, Battersby, Draper Jan 15 at 12 24, Railway app, London Bridge
 EDWARDS, DAVID, WILLIAM, Ripe, Sussex, Grocer Jan 15 at 1.17, High st, Lewis

EDWARDS, ISAAC, Varteg, Mon Jan 17 at 11 Off Rec, Gloucester Bank chmrs, Newport, Mon

EDWARDS, JAMES, Holborn Viaduct, EC, Accountant Jan 14 at 2.30 Bankruptcy bldgs, Carey st

ELEY, JOSEPH CADMAN, Pontypool, Butcher Jan 15 at 11.30 Off Rec, Gloucester Bank chmrs, Newport, Mon

EVANS, THOMAS, Abercarn, Mon, Draper Jan 15 at 11 Off Rec, Gloucester Bank chmrs, Newport, Mon

FREEMAN, ALLAN D, Preston, Sussex, Clerk in Holy Orders Jan 16 at 11 Off Rec, 4, Pavilion bldgs, Brighton

HAMMISON, NATHANIEL, Kingsland rd, Manufacturing upholsterer Jan 14 at 11 Bankruptcy bldgs, Carey street

HARDING, BEN SMITH, Folkestone, Grocer Jan 24 at 9.30 Off Rec, 73, Castle st, Canterbury

HICKSON, GEORGE WILLIAM, Bottesford, Leicester, Solicitor Jan 14 at 11 Off Rec, St Peter's Church Walk, Nottingham

HIGGINS, WILLIAM THOMAS, Twynny, nr Tewkesbury Jan 18 at 3.30 County Court bridge, Cheltenham

HOOPEL, THOMAS ELSTON, Newport, Mon, Toy Dealer Jan 17 at 11.30 Off Rec, Gloucester Bank chmrs, Newport Mon

HUGSON, CHARLES, Carlisle, Innkeeper Jan 14 at 12 Off Rec, 29, Lowther st, Carlisle

HUTCHINS, E, Upper Teddington, Builder King's Sutton Pet Oct 25 Ord Jan 2

INGLEBY, DAVID, Fawston, Yorks, Innkeeper Leeds Pet Dec 31 Ord Dec 31

IRONMONGER, THOMAS, Birmingham, Fruit Saleman Birmingham Pet Dec 23 Ord Jan 3

JONES, THOMAS WILLIAM, Teignmouth, Painter Exeter Pet Jan 2 Ord Jan 2

KNOWLES, WILLIAM HENRY, Halifax, Insurance Agent Halifax Pet Dec 17 Ord Jan 3

LOFTHOUSE, OSWALD, St Mary Axe, EC, Commission Agent High Court Pet Dec 16 Ord Jan 2

MAKINS, JOHN THOMAS, Brampton, Lancs, Butcher Lincolns Pet Jan 3 Ord Jan 3

OWEN, WILLIAM, Llangedwyn, Denbigh, Innkeeper Neutown Pet Dec 24 Ord Jan 3

SAMPSON, JAMES, Hereford, Hardware Merchant Hereford Pet Dec 9 Ord Jan 4

SHADE, GEORGE FREDERICK, and JOSEPH WILLIAM CAPITAL SPA RD, Bermondsey, Leather Dressers High Court Pet Dec 18 Ord Jan 4

SHILLCOCK, THOMAS, Birmingham, Shoe Manufacturer Birmingham Pet Dec 23 Ord Jan 1

SIDDALL, BARBARA, Crewe, Baby Linen Dealer Neston Pet Dec 23 Ord Jan 2

SPENCER, HARRY, Burton on Trent, Tailor Burton on Trent Pet Jan 2 Ord Jan 2

TOLLEY, EDMUND, Innkeeper Worcester Pet Jan 4 Ord Jan 4

TOOZE, ARTHUR, E, Ramsgate, Kent, Barrister-at-Law Brighton Pet Dec 7 Ord Jan 1

WHATMORE, WILLIAM LLOYD, Burnham, Somerset, Innkeeper Poole Pet Jan 2 Ord Jan 3

WEATLEY, HENRY POLES, Gt St Helen's, Oil Merchant High Court Pet Dec 16 Ord Jan 2

WILLIAMS, EDMUND, Cardiff, Builder Cardiff Pet Nov 1 Ord Jan 1

WELLS, ALFRED, Brighton Brighton Pet Dec 2 Ord Jan 1

WILLIAMS, EVAN, Holyhead, Anglesey, Grocer's Manager Bangor Pet Jan 2 Ord Jan 3

ADJUDICATIONS ANNULLED.

ADAMS, MARGARET, Boscombe, Hants Poole Adjud Nov 6, 1894 Annuall Dec 9, 1895

DE GALLATIN, THE COMTE (otherwise JAMES DE GALLATIN), Frimley, Surrey, no occupation Windsor Adjud Dec 27, 1895 Annuall Oct 18, 1895

SALE OF ENSUING WEEK.

Jan. 15.—MESSRS. C. & F. RUTLEY, at the Mart, at 2, Park Freehold Residences, Norbury Park, Streatham.

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